10 Year Film Integrity
MITSUBISHI CHEMICAL COMPOSITES AMERICA, INC. (MCCA)
Graphic-Al HP

Graphic-Al HP ACM Panel coated with High Performance Polyester

This warranty is issued by MCCA to the property owner (the “owner”) identified below and applies to the finish on Graphic-Al HP ACM Panel installed at the property (the “Property”) identified below.

PROPERTY OWNER:

PROPERTY ADDRESS:
CITY: STATE (or COUNTY): ZIP

DATE INSTALLED:

DEALER’S NAME:

DEALER’S ADDRESS:
CITY: STATE (or COUNTY): ZIP

DEALER’S SIGNATURE: _________________________________________________

Warranty coverage is subject to the terms, conditions, limitations, remedies and legal rights set forth below.

1. The duration of this warranty (the “Warranty Period”) shall be for ten (10) years. This Warranty Period shall apply worldwide, except where the Product is installed within 15° North or South of the equator, in which case the Warranty Period shall be one-half (1/2) of the above-stated period.

2. The Warranty Period shall commence on the date of MCCA’s initial shipment of the Product to the jobsite.

3. MCCA warrants that during the Warranty Period the Products will not peel, check, or crack (except for such slight crazing or cracking as may occur on normal roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted panels, sheet or coil and which is accepted in the industry as standard) as a direct result of manufacturing defects.

4. This warranty covers only the particular defects described in this Certificate and only if they arise during normal use and service. It does not cover defects attributable to causes or occurrences beyond MCCA’s control and unrelated to the manufacturing process, including but not limited to, faulty or improper installation, exposure to corrosive atmosphere (such as those contaminated with salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lighting, ice or windstorms, or other acts of God, windborne objects, building settlement or structural failures (including walls and foundations) or the use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or solid material, deliberate damage, improper handling by erectors, improper fabrication of flat sheet, mechanical damage or any other physical damage. For purposes of this Warranty, Product shall be deemed to have been installed in an atmosphere contaminated with salt spray, if installed within 1500 feet (measured from mean high tide) of any body of salt water. MCCA requires that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or an industrial atmosphere) so as to prevent the accumulation of concentrated salt deposits.

5. This warranty covers only the particular defects described in this Certificate and only if they arise during normal use and service. It does not cover defects attributable to causes or occurrences beyond MCCA’s control and unrelated to the manufacturing process, including but not limited to, faulty or improper installation, exposure to corrosive atmosphere (such as those contaminated with salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lighting, ice or windstorms, or other acts of God, windborne objects, building settlement or structural failures (including walls and foundations) or the use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or solid material, deliberate damage, improper handling by erectors, improper fabrication of flat sheet, mechanical damage or any other physical damage. For purposes of this Warranty, Product shall be deemed to have been installed in an atmosphere contaminated with salt spray, if installed within 1500 feet (measured from mean high tide) of any body of salt water. MCCA requires that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or an industrial atmosphere) so as to prevent the accumulation of concentrated salt deposits.

6. Uniform fading and color change of the Products are excluded from this Warranty, since exposure to sunlight and extremes of weather and temperature will cause any colored surface to gradually fade, darken, chalk, or acquire surface accumulation of dirt of stains. The severity of these conditions depends on the air quality, the geographic location of the property, and other local conditions over which MCCA has no control. Non-uniform fading and color changes are not covered by this Warranty if they result from the coated surfaces being unequally exposed to sunlight and the elements.

7. All claims hereunder must be submitted in writing to Mitsubishi Chemical Composites America, Inc., 401 Volvo Parkway, Chesapeake VA 23320 USA. This claim must be accompanied by this certificate, fully completed and signed by the dealer that furnished the Product to the Owner or a copy therefore. IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS FROM THE DATE THE DAMAGE OR DEFECT IS FIRST DISCOVERED OR COULD HAVE BEEN DISCOVERED, BUT IN NO EVENT MAY CLAIMS BE SUMITTED MORE THAN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE WARRANTY PERIOD.
8. MCCA shall be given a reasonable opportunity to inspect the Product claimed to be defective. If after inspection of the Product, MCCA determines that the claimed defect is covered by the Warranty, MCCA, as its sole option, shall refund the purchase price of the product or refinish, repair, or replace, defective product.

9. All Warranty work will be performed by MCCA or by a company, dealer, contractor, applicator, or distributor selected by MCCA. Since there may be a color variance between the replacement or refinished Product the originally installed Product due to the normal weathering (i.e. exposure to sunlight and extreme temperature and weather and aging) of the originally installed Product, this condition shall not be indicative of a defect in either the replacement or refinished Product of the originally installed Product.

10. MCCA reserves the right to discontinue or modify its product lines and coating colors. If the original Product or coating color is no longer available, MCCA will at its option, either substitute a Product or coating color of comparable quality of the originally installed Product.

11. The Warranty Period applicable to any refinished, repaired or replaced Products shall be for the remaining un-expired portion of the original Warranty Period.

12. IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER’S EXCLUSIVE REMEDY AND MCCA’S EXCLUSIVE LIABILITY. IN NO EVENT SHALL MCCA BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PRODUCT. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY MCCA IN CONNECTION WITH THE PRODUCT, AND IT EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

13. This Warranty is extended only to the Owner and is not assignable or transferable.

14. This Warranty may not be modified or changed except by a written document signed by an officer of MCCA.