

# 10 YEAR LIMITED PAINT FINISH WARRANTY

FR Aluminum Composite Panel and Aluminum Plate Coil Coated Finish Warranty



Fire Resistant & Non-Combustible Cladding

This limited warranty ("Limited Warranty") is provided by Alfrex® LLC ("Company") to the property owner ("Owner") and relates to the ("Products") installed at the ("Property") at the ("Property Address") as identified below.

Property Name		Property Owner		
Property Address				
City		State or Province		Zip Code
Date of Substantial Completion				
Customer Name				
Customer Address				
City		State or Province		Zip Code
Product(s)	Alfrex FR ACM		Alfrex Plate	
Finish(s)	2 Coat Solid	2 Coat Mica	3 Coat Solid	3 Coat Metallic
	Other			
Warranty Number				

The "Company" provides warranty coverage subject to the definitions, terms, conditions, limitations, and remedies stated herein. All of the following conditions and additional conditions constitute material terms of this limited warranty and failure to satisfy any one or more are of the conditions and additional conditions by owner or their agents or representatives shall render this limited warranty null and void and release Alfrex, LLC from its obligations hereunder.

1. Company warrants that the painted finish on the Product(s) listed above will retain its Film integrity, Color and Chalk, as defined below for 10 years after the installation of the coil coated ACM or Aluminum Plate product consistent with the table attached per the location and environmental conditions detailed therein.
2. The Warranty starts 6 months from manufacturing date or upon substantial completion of the job.
3. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll formed edges or brake bends at the time of forming the pre-painted sheet.
4. Color Change shall be defined as freedom from fade or change as warranted in  $\Delta E$  units calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIE L\*a\*b\*, 100 Observer, specular included. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.
5. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214-98.
6. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this Limited Warranty.
7. Applications exposed to salt spray or within .5 mile of salt-water, must be maintained by washing with fresh tap water (in accordance with AAMA 610.1-1979) at least annually and documentation of this maintenance provided upon request (Copy of 610.1 provided on request). It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.
8. This Limited Warranty does not extend to, or cover: (a) damage to the Product occasioned by improper storage of the coated metal prior to installation or moisture or other contamination detrimental to the Product because of improper packaging, handling, shipping, processing and/or installation; or (b) damage to the Product which suffers from improper forming, fabrication, cut edge exposure, corrosion of the substrate or any other condition between the substrate and coating which causes coating degradation or delamination; or (c) Forming Alfrex® Plate panels at temperatures below an ambient temperature of 60°F (16°C) which may adversely affect the appearance and performance of the finish coating; (d) any external contaminant or condition which causes coating degradation or delamination.

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9. This Limited Warranty does not extend to, or cover any failure caused by perforation processes which (a) may cause potential heat damage to the top paint layer, (b) leave exposed aluminum vulnerable to oxidation, paint degradation, or delamination, (c) are not specifically approved by Alfrex prior to issuance of the warranty.
10. This Limited Warranty does not cover damage or failure of Product which damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, terrorism, or other such similar or dissimilar occurrences.
11. Owner's sole and exclusive remedy, and Alfrex, LLC's liability under this Limited Warranty will be limited, at Alfrex, LLC's option, to recoating or replacing the coil coated Plate with the Product claimed to be defective. Under no circumstances will Alfrex, LLC be held liable for any incidental, special, punitive or consequential damages.
12. Alfrex, LLC shall be given a reasonable opportunity to inspect the product claimed to be defective. If after inspection of the product, Alfrex, LLC determines that the claimed defect is covered by this warranty, Alfrex, LLC as its sole option, shall refinish, repair, or replace, the defective Product without charge to the owner.
13. Alfrex, LLC must approve any recoating of the metal substrate through submission of three (3) estimates that each includes the name of the coating products to be used, labor and material costs as well as any other costs associated with the work for refinishing or replacing the metal substrate. Alfrex, LLC reserves the right to approve or negotiate the contract for such recoating or replacement work if the initial estimate is unacceptable to Alfrex, LLC.
14. All warranty work will be performed by Alfrex, LLC or by a company, customer, contractor, applicator, or distributor selected by Alfrex, LLC. At no time does this warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration without written notice and agreement by a duly authorized officer of Alfrex, LLC. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this warranty becoming null and void. As color variances may occur between replacement or refinished product in comparison with the originally installed product due to normal weathering and aging of the originally installed product, this condition will not be indicative of a defect in either the replacement product or the originally installed product.
15. The warranty for any refinished or replaced metal substrate shall be only for the remainder of the original warranty period applicable to the original coated metal substrate.
16. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.
17. In the event of any subsequent failure of any recoated or replaced coil coated Plate, the Owner shall first make any claims against the supplier of those replacement materials.
18. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the warranty table.
19. This Limited Warranty is given solely to the Owner and is non-transferable and non-assignable.
20. All claims must be submitted in writing to Alfrex LLC in 943 Gainesville Hwy. Bldg. 100-4000, Buford, GA 30518. All claims must be accompanied by this certificate, fully completed and signed by the customer that furnished the product to the owner. In order to qualify for warranty coverage, all claims must be submitted within thirty days from the date the damage is first discovered or could have been discovered. No claims can be submitted 30 days after expiration of the warranty period.
21. In no event does Alfrex LLC cover the cost of labor or sundry materials required to remove and/or replace any defective product.
22. Alfrex LLC reserves the right to discontinue or modify its products lines and coating colors. If the original product or coating color is no longer available, Alfrex LLC agrees to use commercially reasonable efforts to substitute a comparable product.
23. This warranty is subject to, enforced by, and construed according to the laws of the State of Georgia. Any legal action to enforce or construe any portion of this warranty shall be brought in a Court of Company's choice in Georgia.
24. Any attempt to construe this warranty, be it by law or other legal means, that ultimately leads to any court of competent jurisdiction stating any provision herein as invalid or unenforceable the remainder of the provisions following shall come into effect. These provisions shall come into effect as though the prior provisions had not been contained herein.
25. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Seller products. Any and all disputes between the parties that may arise pursuant to this order will be heard and determined before an appropriate arbitrator, federal or state court located in Atlanta, Georgia. The owner hereto acknowledges such court has the jurisdiction to interpret and enforce the provisions herein and/ or an arbitrator's judgment, and the owner and the Customer waives any and all objections that they may have as to personal jurisdiction or venue in any of the above courts.
26. Company has the right to termination of the warranty at any time if a (30) day notice is given to the Customer prior to Rights accruing to Customer are not lost prior to termination.
27. All information hereto shall be adhered to by both parties and shall not extend beyond the directives made herein. No modification shall be made without the understanding, consent, and signing by both Customer and Company of a contract explicitly stating this warranty's subsequent modification.

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28. EXCEPT AS SET FORTH HEREIN, ALFREX, LLC MAKES NO OTHER EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS.
29. IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN FOR THE FINISH OF THE PRODUCT DESCRIBED ABOVE ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER'S EXCLUSIVE REMEDY AND ALFREX, LLC'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL ALFREX, LLC BE LIABLE FOR LABOR COSTS, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PRODUCT.
30. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY ALFREX, LLC IN CONNECTION WITH THE PRODUCT, OTHER THAN ALFREX, LLC'S STANDARD COATING WARRANTY, IF ANY, AND THE LIMITED WARRANTY SET OUT IN ALFREX, LLC'S SALES TERMS AND CONDITIONS, FOR THE PRODUCT, AND IT EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, 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. ALFREX, LLC'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASE PRICE.
31. Owner is solely responsible for proper selection and installation of Alfrex, LLC's products. Owner agrees that it will use Alfrex, LLC products only for their intended uses and according to the specifications and limitations established by Alfrex, LLC from time to time. Owner shall indemnify, defend and hold Alfrex, LLC harmless from and against any and all damages arising out of or relating to improper product selection, application, use, misuse, neglect, abuse of products or improper installation or incorporation of products.

**Accepted By:**

Alfrex, LLC.  
943 Gainesville Hwy.  
Building 100-4000  
Buford, GA 30518  
Phone: 470.589.7449

**Authorized By**

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**Authorized Signature**

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**Date**

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## WARRANTY TABLES

2 Coat Solid, 2 Coat Mica, 3 Coat Vivid Solid				
		Residential, Commercial, Institutional Residential housing, offices, schools, universities, hotels, shopping malls, banks, retail, distribution centers.	Industrial Steel mills, power generating facilities, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure.	Severe Marine Less than 1 mile (1.6 km) from a body of salt-water or coastline.
Above 20 North Latitude	Film Integrity <i>years</i>	10	N/A	5
	Color Delta E $\leq$ 5 <i>years</i>	10	N/A	5
	Chalking $\geq$ 8 Rating <i>years</i>	10	N/A	5

3 Coat Metallic				
		Residential, Commercial, Institutional Residential housing, offices, schools, universities, hotels, shopping malls, banks, retail, distribution centers.	Industrial Steel mills, power generating facilities, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure.	Severe Marine Less than 1 mile (1.6 km) from a body of salt-water or coastline.
Above 20 North Latitude	Film Integrity <i>years</i>	10	5	5
	Color Delta E $\leq$ 5 <i>years</i>	10	5	5
	Chalking $\geq$ 8 Rating <i>years</i>	10	5	5