

LIMITED WARRANTY AND REMEDY BOND INTEGRITY

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 Aluminum Composite Material	
	Alfrex FR Zinc Composite Material	
	Alfrex FR Stainless Steel Composite Material	
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 Product(s) listed above will not exhibit any visually observable deformation as a result of delamination of the aluminum skin or natural metal skin from the core material due to manufacturing defects.
2. The Warranty period shall be for (10) years and shall begin (6) months after the time of shipment by Company or upon the date of substantial completion, whichever comes first.
3. Should any panels show signs of delamination during the term of the warranty, at the sole discretion of Company, the portion of panels not conforming to this warranty shall be refunded at the purchase price or replaced at no cost to the Customer.
4. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth herein.
5. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.
6. This Limited Warranty only pertains to delamination during normal use and service and in no way will cover any other forms of delamination including, but not limited to, mechanical abrasion or mechanical damages, faulty or improper fabrication or installation of the product, exposure to corrosive atmospheres such as, exposure to such as those containing salt spray, acid rain, harmful chemicals or vapors, improper storage, improper installation or mishandling during installation, improper cleaning, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice, windstorms, other acts of God, wind borne objects, building settlement, structural failures, wall or foundation failure, use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or solid material, deliberate damage, acts of terrorism, or any other physical damage.
7. This warranty does not cover weathering of any exposed core material due to UV radiation exposure.
8. Under no circumstances will Alfrex, LLC be held liable for any incidental, special, punitive, or consequential damages and shall not be responsible for the installation or maintenance of the Customer's panels.
9. In no event does Alfrex LLC cover the cost of labor or sundry materials required to remove and/or replace any defective product.

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10. All claims must be submitted in writing to Alfrex LLC in 430 Satellite Blvd. Suite IOI Suwanee, GA 30024. 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 (30) 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.
11. Alfrex, LLC shall be given a reasonable opportunity to inspect the product claimed to be defective. 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 following the rules and regulations set herein, and the abiding of all maintenance of such panels of the industry standards to which the Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining. Any failure to satisfy the conditions contained herein or proceeding with such work undertaken by the claiming party or any other party shall be for the claiming party's own account, and shall be construed as a waiver by the Customer or Owner of any right they may have for enforcement of this warranty, and shall result in this warranty becoming null and void.
12. 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.
13. The warranty for any replaced Product(s) shall be only for the remainder of the original warranty period applicable to the Product(s).
14. This Limited Warranty is given solely to the Owner and is non-transferable and non-assignable.
15. Alfrex LLC reserves the right to discontinue or modify its products lines. If the original product is no longer available, Alfrex LLC agrees to use commercially reasonable efforts to substitute a comparable product.
16. 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.
17. 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.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. 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.

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Accepted By:

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

Authorized By

Authorized Signature

Date

SAMPLE