

GENERAL PAINT FINISH WARRANTY (SAMPLE)

Alfred FR Aluminum Composite Material and Alfred Plate



Fire Resistant & Non-Combustible Cladding

This Sample Limited Warranty ("Limited Warranty") is a facsimile of the Limited Warranty to be provided by Alfred® Inc. ("Company") to the property owner ("Owner") which will relate to the ("Products") installed at the ("Property") at the ("Property Address") identified therein. The sample version of a Limited Warranty for a specific product and finish combination may be provided upon request.

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)	<input type="checkbox"/> Alfred FR ACM	<input type="checkbox"/> Alfred Plate		
Finish(es)	<input type="checkbox"/> 2 Coat Solid	<input type="checkbox"/> 2 Coat Mica	<input type="checkbox"/> 3 Coat Solid	<input type="checkbox"/> 3 Coat Metallic
	<input type="checkbox"/> Other			
Additional Descriptions				
Warranty Number				

The "Company" will provide warranty coverage subject to the definitions, terms, conditions, limitations, and remedies stated therein. All of the following conditions and additional conditions constitute material terms of the 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 the limited warranty null and void and release Alfred, Inc. from its obligations thereunder.

1. Company will warrant that the painted finish on the Product(s) listed therein will retain their Film integrity, Color and Chalk, as defined in a number of years after the installation of the coil coated ACM or PLATE consistent with the tables attached to the specific warranty and per the location and environmental conditions detailed therein.
2. The Warranty will commence 6 months from the manufacturing 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 ΔE 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 the Limited Warranty.
7. Applications exposed to salt spray, or located within paint finish warranty specific distances of salt-water or industrial atmospheres, must be

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maintained by washing with fresh tap water (in accordance with AAMA 610.1-1979) at least annually and documentation of the 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. The Limited Warranty will 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 Product 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; (f) other exclusions included in the Limited Warranty for a specific paint finish – provided upon request.
9. The Limited Warranty will 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 Alfred prior to issuance of the warranty.
10. The Limited Warranty will 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 Alfred, Inc.'s liability under the Limited Warranty will be limited, at Alfred, Inc.'s option, to recoating or replacing the coil coated Product claimed to be defective. Under no circumstances will Alfred, Inc. be held liable for any incidental, special, punitive or consequential damages.
12. Alfred, Inc. shall be given a reasonable opportunity to inspect the Product claimed to be defective. If after inspection of the product, Alfred, Inc. determines that the claimed defect is covered by the warranty, Alfred, Inc. as its sole option, shall refinish, repair, or replace, the defective Product without charge to the owner.
13. Alfred, Inc. 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. Alfred, Inc. reserves the right to approve or negotiate the contract for such recoating or replacement work if the initial estimate is unacceptable to Alfred, Inc.
14. All warranty work will be performed by Alfred, Inc. or by a company, customer, contractor, applicator, or distributor selected by Alfred, Inc. 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 Alfred, Inc. 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 Product, 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 for the specific finish and product.
19. The Limited Warranty is given solely to the Owner and is non-transferable and non-assignable.
20. All claims must be submitted in writing to Alfred, Inc. 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 Alfred, Inc. cover the cost of labor or sundry materials required to remove and/or replace any defective product.
22. Alfred, Inc. reserves the right to discontinue or modify its products lines and coating colors. If the original product or coating color is no longer available, Alfred, Inc. agrees to use commercially reasonable efforts to substitute a comparable product.
23. The 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.

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24. Any attempt to construe the 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 the 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 therein. No modification shall be made without the understanding, consent, and signing by both Customer and Company of a contract explicitly stating this or any warranty's subsequent modification.
28. EXCEPT AS SET FORTH HEREIN, ALFRED, INC. 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 ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER'S EXCLUSIVE REMEDY AND ALFRED, INC.'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL ALFRED, INC. 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. THE WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY ALFRED, INC. IN CONNECTION WITH THE PRODUCT, OTHER THAN ALFRED, INC.'S STANDARD COATING WARRANTY, IF ANY, AND THE LIMITED WARRANTY SET OUT IN ALFRED, INC.'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. ALFRED, INC.'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THE WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASE PRICE.
31. Owner is solely responsible for proper selection and installation of Alfred, Inc.'s products. Owner agrees that it will use Alfred, Inc. products only for their intended uses and according to the specifications and limitations established by Alfred, Inc. from time to time. Owner shall indemnify, defend and hold Alfred, Inc. 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:

Alfred, Inc.
943 Gainesville Hwy.
Building 100-4000
Buford, GA 30518
Phone: 470.589.7449

Authorized By _____

Authorized Signature _____

Date _____

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WARRANTY TABLES

WARRANTY	ALFREX FR MCM	ALFREX PLATE	TYPE
2 Coat Solid/ 2 Coat Mica	30 Years	20 Years	Finish
3 Coat Metallic	30 Years	20 Years	Finish
3 Coat Vivid Solid	20 Years	20 Years	Finish
Design Series - Wood & Metal	20 Years	20 Years	Finish
Hairline Aluminum	10 Years	N/A	Finish
Mirror	10 Years	N/A	Finish
Highly Durable Polyester 3-Coat	20 Years	N/A	Finish
Highly Durable Polyester	10 Years	N/A	Finish
Perforation	N/A	10 Years	Finish
Bond Integrity	10 Years	N/A	Product

10 YEAR LIMITED WARRANTY AND REMEDY BOND INTEGRITY



Alfrex FR Metal Composite Material

Fire Resistant & Non-Combustible Cladding

This limited warranty ("Limited Warranty") is provided by Alfrex® Inc. ("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)	<input type="checkbox"/> Alfrex FR Aluminum Composite Material	
	<input type="checkbox"/> Alfrex FR Zinc Composite Material	
Finish(es)		
Additional Descriptions		
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, Inc. 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 Alfred, Inc. 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 Alfred Inc. cover the cost of labor or sundry materials required to remove and/or replace any defective product.
10. All claims must be submitted in writing to Alfred Inc. 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 (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. Alfred, Inc. shall be given a reasonable opportunity to inspect the product claimed to be defective. All warranty work will be performed by Alfred, Inc. or by a company, customer, contractor, applicator, or distributor selected by Alfred, Inc. 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 Alfred, Inc. 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. Alfred Inc. reserves the right to discontinue or modify its products lines. If the original product is no longer available, Alfred Inc. 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, ALFRED, INC. 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 ALFRED, INC.'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL ALFRED, INC. 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 ALFRED, INC. IN CONNECTION WITH THE PRODUCT, OTHER THAN ALFRED, INC.'S STANDARD COATING WARRANTY, IF ANY, AND THE LIMITED WARRANTY SET OUT IN ALFRED, INC.'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. ALFRED, INC.'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 Alfred, Inc.'s products. Owner agrees that it will use Alfred, Inc. products only for their intended uses and according to the specifications and limitations established by Alfred, Inc. from time to time. Owner shall indemnify, defend and hold Alfred, Inc. 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.

SAMPLE

Accepted By:

Alfred, Inc.
943 Gainesville Hwy.
Building 100-4000
Buford, GA 30518
Phone: 470.589.7449

Authorized By

Authorized Signature

Date
