



## **Aluminum Composite Panel Bond Integrity Warranty**

This limited warranty (“Limited Warranty”) is provided by Alucoil North America, LLC (“Alucoil”) to (“Owner”) having offices at (“Address”) and relates to the (“Project”).

Alucoil warrants, subject to the terms and conditions stated below, that the larnson by Alucoil® Panels (the “Panels”) produced by Alucoil for installation on the Project will not delaminate as a result of manufacturing defects.

1. The Warranty period is ten (10) years and shall begin six (6) months from Alucoil's initial shipment or at the time of substantial completion (the “Warranty Term”), whichever occurs first. Should any Panels exhibit delamination during the term of this Warranty, Alucoil will at its sole option and discretion repair or replace the subject Panels without charge to Owner.
2. The warranty period for any panels repaired or replaced under this Warranty shall be the remaining portion of the original warranty.
3. Color variation may occur between replacement panels and those originally installed on the Project. This variation may be due to paint formulation changes and/or normal weathering and aging occurring on the originally installed Panels. Such color variation is not indicative of a defect in either the replacement Panels or the originally installed Panels.
4. Alucoil reserves the right to discontinue or modify its larnson by Alucoil® aluminum composite material. Should the original Panels no longer be available, Alucoil will substitute a product of comparable quality. It is also possible that the originally supplied color is no longer available. In this case Alucoil will substitute a panel of a currently available color.
5. This Warranty covers only delamination which occurs during normal use and service. Delamination which is a result of other causes including but not limited to improper fabrication or installation, corrosive environments, incompatible cleaning chemicals, dissimilar metals, physical abuse and vandalism, earthquake, lightning, windstorms, wind borne projectiles, fire, structural failures or settlement are not covered by the Warranty.
6. Alucoil agrees to repair or replace, at its sole cost and discretion, any Panels of such defects as shall have been proven by Owner to the satisfaction of Alucoil not to be in compliance with the aforesaid warranty. The above obligation of Alucoil is expressly conditioned upon:



- a. Receipt by Alucoil of notification in writing from Owner of any claimed non-compliance with this warranty within thirty (30) days after such non-compliance first comes to the attention of Owner and within the Warranty Term; and
- b. Full compliance by Owner with instructions given by Alucoil in writing, and normal practices of the design, construction and real property industries and of the industry to which Owner belongs with respect to handling, delivering, storing, processing treating, and maintaining such Panels.

Any of the above two conditions shall be construed as a waiver by Owner of any right it may have to enforce this warranty.

7. The Warranty does not cover any attack to exposed edges caused by UV radiation.
8. This Warranty constitutes Owner's exclusive remedy and Alucoil's sole liability as set forth above. Except as provided herein, Alucoil makes no warranty or guarantee, express or implied, including without limitation, **WARRANTIES OF FITNESS AND MERCHANTABILITY**. Further, Owner acknowledges that Alucoil shall have no other liability to any other person, firm, or corporation with respect thereto, including, without limitations, any liability for indirect, incidental, punitive, consequential or resultant damages, whether based upon breach of warranty or negligence.
9. This Warranty is issued only to the original property Owner and is not transferable and non-assignable.
10. This warranty shall be subject to and shall be enforced and construed according to the laws of the State of South Carolina. Any legal action to enforce or construe any portion of this warranty shall be brought in a Court of competent jurisdiction in Clarendon County, South Carolina.
11. If any provisions of this warranty shall be held by any Court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this warranty shall be effective to the same extent as if such invalid or unenforceable provision had never been contained herein.
12. Alucoil reserves the right to terminate this warranty at any time upon thirty (30) day written notice. However termination shall not affect the rights accruing to Owner prior to such termination.



13. The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including without limitation, owners, customers and/or contractors purchase orders or Alucoil's acceptance forms shall be effective to change the provisions hereof, unless contained in a subsequent agreement, in writing, signed by both Owner and Alucoil expressly stating that it is intended thereby to modify or supplement this instrument.

**Accepted by:**  
**Alucoil North America, LLC**

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**Samuel Chastain – VP & General Manager**

Date: \_\_\_\_\_