

5-Year Anodized Finishes Warranty

Anodized FINISH. Construction Specialties, Inc. (hereinafter referred to as CS hereby warrants, subject to the provisions hereof, that the Anodized finish when used as an exterior coating on CS products will meet the following requirements:

The Anodized finish shall not peel, crack, chip, blister or split for a period of five (5) years from the date of shipment from the factory.

This limited warranty applies only to Anodized finishes applied by Construction Specialties, Inc. and does not cover the cost of labor or related materials for the removal or installation of new or replacement Anodized surfaces. This warranty only covers the Anodized coating. This limited warranty covers normal exposure but is not valid for failures resulting from: a.) damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation; b.) damage to the coated metal caused by handling, cleaning, processing and/or installation; c.) damage caused by corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray; d.) Any installation that is subjected to sea spray or installed 1500 feet or less from a salt water environment; e.) installed materials whose finishes have not been maintained in accordance with AAMA 609 & 610 cleaning and maintenance guide for architecturally finished aluminum; (f.) adjacent or proximate structure material defects of failures; (g.) exposure of the Anodized Surfaces to extreme heat; (h.) failure of caulks, sealants or expansion joints; (i.) lack of proper drainage around or standing water on the Anodized surface.

After installation, the owner must provide yearly, written maintenance records documenting proper cleaning of the Anodized finishes and the date in which the maintenance occurred in accordance with the AAMA 609 & 610 finish maintenance guide. As specified by the AAMA, maintenance of this finish must be performed twice annually. Should a claim be made, CS reserves the right to inspect any Anodized surface finish as well as the AAMA cleaning and maintenance log at any time. CS further reserves the right to make copies of any AAMA logs at any inspection, either before or after, a claim has been made.

This limited warranty will not be applicable to damage or failure which is caused by acts of God, falling objects, driven airborne particles, external forces, explosions, fire, riots, civil commotion, acts of war, radiation or other such similar occurrences beyond the control of Construction Specialties, Inc. In the event of a claim under this limited warranty, the owner shall demonstrate that the failure of the product was due to a failure of the finish and not from substrate corrosion. CS’s exclusive liability and the owner’s sole remedy, hereunder or otherwise, shall be limited to “in situ” replacing and will be pro-rated between the owner and CS as follows: The CS share of such cost shall in accordance with the below refund chart and the owner shall be responsible for all costs not apportioned herein to CS.

| <u>Percentage of Refund per Warranty Year</u> | <u>Refund Percentage Amount</u> |
|---|---------------------------------|
| 0-1 year | 100% |
| 2-3 years | 67% |
| 3-4 years | 45% |
| 4-5 years | 30% |
| 5 years | 20% |
| More than 5 years | 0% |

Replacing of the defective coated metal shall be performed “in situ” by using standard finishing practices and material as selected by CS. CS reserves the right to approve any contract for replacing of the defective coated metal and/or substitute Anodized finishing to match the color and texture as close as possible to the original finish.

THIS WARRANTY SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS OFR A PARTICULAR PURPOSE. IN NO EVENT SHALL CS HAVE LIABILITY FOR ANY DAMAGE OF LOSS PROFTIS, LOST SALES, INJURY, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES OR FOR ANY DAMAGES TO THE METAL OR ANY OTHER MATERIAL OR SUBSTRATE TO WHICH THE COATING IS APPLIED OR FOR ANY OTHER DAMAGES. CS shall be obligated hereunder to replace any particular part only once and CS’s obligation hereunder shall terminate as to any particular building part at the time it is replaced as provided herein. Claim under this limited warranty must be made to CS in writing within sixty (60) days after discovery of the alleged defect. Claim must include physical samples of images of the alleged defect. Within a reasonable time, CS may choose to dispatch personnel to inspect the alleged defect in situ and report its finding to the warranty holder.

CS reserves the right to examine and investigate each complaint, and to review all relevant records regarding the CS products and their installation, and to jointly determine the exact cause of failure. If failure is determined to be from sources other than the Anodized coating, as warranted above, CS has no further obligation. CS MAKES NO WARRANTIES WHICH EXTEND BEYOND THE FACT HEREOF AND, EXCEPT AS PROVIDED ABOVE, CS MAKES NO WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION; WARRANTIES OF MERCHANTABILITY, OR FITNESS OF USE FOR ANY PURPOSE WHATSOEVER LIABILITY IS LIMITED TO THAT SET FORTH HEREIN AND CS SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION, REMOVAL, OR REINSTALLATION COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY. This Warranty shall become effective only upon CS’s receipt of full and undisputed payment. CONSTRUCTION SPECIALTIES, INC.

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|----------------|--|
| Job Name | |
| Customer Name | |
| CS Job Number | |
| Product | |
| Finish | |
| Effective Date | |

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