

## LIMITED WARRANTY

**Project:** SAMPLE

**Warranty Effective Date:**

**Address:**

**City, State, Zip:**

**Panel:** Omega Foam-Ply®

**Sales Order #:**

**Install System:** By Others

**Sq. Ft. Installed:**

**Color(s):**

**Sold By:**

**General Contractor:**

**Architect:**

**Installer:**

**Owner:**

This limited warranty is issued by Laminators Incorporated ("Laminators") to the property owner ("Owner") of the project listed above. Subject to the terms, conditions and limitations set forth in this warranty, Laminators warrants that (a) the material and product bond line integrity of the panels (individually, a "Panel" and collectively, the "Panels") manufactured by Laminators for installation on the project will not delaminate at any manufactured bond line as a result of manufacturing defects, and that (b) the Panel finish will retain its integrity as outlined below.

### Panel Material and Product Warranty:

The material and product bond line integrity of the Panel will remain intact for a period of five (5) years from the Warranty Effective Date (as defined herein) and will not exhibit any visually observable deformation as a result of delamination of either aluminum skin from the thermoplastic core due to manufacturing defects.

### Panel Finish Warranty:

- For coil-coated PVDF/Kynar 500® coatings, the finish will not: fade or change color in excess of 5(E) units (NBS) (calculated in accordance with the latest version of ASTM D2244, paragraph 6.3); chalk in excess of a numerical rating of 8 (measured in accordance with the latest version of ASTM D4214, Method A); or crack, chip, split, blister, peel, or otherwise lose adhesion for a period of thirty (30) years from the Warranty Effective Date.
- For spray-applied PVDF/Kynar 500® coatings, the finish will not: fade or change color in excess of 5(E) units (NBS) (calculated in accordance with the latest version of ASTM D2244, paragraph 6.3); chalk in excess of a numerical rating of 8 (measured in accordance with the latest version of ASTM D4214, Method A); or crack, chip, split, blister, peel, or otherwise lose adhesion for a period of Select One      years from the Warranty Effective Date.
- For anodized and colored anodized aluminum coatings, the finish will not crack, chip, split, blister, peel, or otherwise lose adhesion for a period of twenty (20) years from the Warranty Effective Date. In addition, for colored anodized aluminum, the finish will not fade or change color in excess of 6(E) units (NBS) (calculated in accordance with the latest version of ASTM D2244, paragraph 6.3) for a period of ten (10) years from the Warranty Effective Date.
- For polyester coatings, the finish will not: fade or change color in excess of 5(E) units (NBS) (calculated in accordance with the latest version of ASTM D2244, paragraph 6.3); chalk in excess of a numerical rating of 8 (measured in accordance with the latest version of ASTM D4214, Method A); or crack, chip, split, blister, peel, or otherwise lose adhesion for a period of ten (10) years from the Warranty Effective Date.

Warranty coverage is subject to the terms, conditions, limitations, remedies, and legal rights set forth below:

1. The Warranty Effective Date is defined as six (6) months from Laminators' date of initial shipment or on the date of Project Substantial Completion (as defined by the Construction Contract Documents), whichever occurs first.
2. This warranty does not extend to, or cover: (a) damage to Panels caused by failure of Installer to install Panels in a clean, dry condition; (b) damage to Panels that corrode, swell, or delaminate due to moisture intrusion or entrapment; (c) damage to Panels from improper forming, fabrication, sizing, cutting, or sealing of Panel edges and joints; (d) minute fracturing (i.e. crazing or cracking) as a result of routing and bending Panels; (e) damage to Panels due to failure of Owner to perform all maintenance and cleaning in accordance with the latest version of AAMA 609 & 610; (f) damage to Panels from physical forces such as corrosion, abrasion, impact, or abuse; (g) damage to Panels that failed due to exposure to chemical atmosphere or salt air or spray; (h) or damage to Panels if used in a manner that allows for the potential of standing water for any period of time.
3. This warranty does not cover damage or failure of Panels attributable to acts of God, falling objects, external forces, explosions, fire, acts of war, or other similar occurrences beyond Laminators' control.
4. This warranty does not cover non-uniform color changes that result from unequal exposure to sunlight and/or the elements unless such color change meets the definition of color differences/tolerances in accordance with the latest version of ASTM D2244.
5. This warranty is extended solely to the Owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void.
6. Laminators shall not be responsible for any representations, whether expressed or implied, made by its employees, agents, representatives, distributors, contractors or other similar persons that conflict with or are in addition to the terms of this warranty unless such representations are contained in a writing signed by an authorized officer of Laminators.
7. Laminators reserves the right to discontinue or modify its Panels and finishes. If the original Panels or finishes are no longer available, Laminators agrees to use commercially reasonable efforts to substitute a comparable Panel or finish. Color differences/tolerances may occur between repaired, refinished, or replaced Panels in comparison with the originally installed Panels due to normal weathering, which will not be indicative of a defect in either the repaired, refinished, or replaced Panels or the originally installed Panels.
8. All claims hereunder must be submitted in writing to Laminators Incorporated, 3255 Penn Street, Hatfield, PA 19440 within thirty (30) days after discovery of such noncompliance. Any failure of Owner to notify Laminators of any such claim as set forth above shall render the warranty null and void.
9. Laminators shall be given a reasonable opportunity to assess Panels claimed to be defective prior to any alterations or repairs performed. Any such failure to afford Laminators a reasonable opportunity to assess the claimed defect prior to alterations or repairs are performed shall render this warranty null and void for the subject Panels.
10. If, after the assessment referenced above, Laminators determines that the claimed defect is covered by this warranty, Laminators, at its sole election, shall do one of the following within a reasonable time period, which shall constitute Owner's sole and exclusive remedy for the breach of this warranty: (a) refinish or repair such Panel in place; (b) furnish a replacement Panel and associated components; or (c) make a refund equal to Laminators original selling price times  $(X-Y)/X$  where "X" equals the applicable warranty period in years and "Y" equals the number of years after the warranty effective date.
11. The warranty period for Panels repaired, refinished, or replaced under this warranty shall be the remaining portion of the original warranty (X-Y).
12. In no event does Laminators warranty cover the cost of labor, materials, or shipping required to remove and/or replace any defective Panels.
13. **LAMINATORS' SOLE RESPONSIBILITY IS AS STATED HEREIN, AND LAMINATORS SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR ANY SPECIAL DAMAGES.**

Disclaimer:

**EXCEPT AS DESCRIBED IN THE ABOVE WARRANTY, LAMINATORS EXPRESSLY DISCLAIMS, WITH RESPECT TO ITS PANELS, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.**