



## **Limited Warranty and Remedy**

### **20 Year Coated Finish**

**Date of Substantial Completion:**

**Owner:**

**Project:**

**Location:**

The following Limited Warranty and Remedy Coated Finish Warranty coverage is subject to the terms and conditions, limitations, remedies and legal rights set forth below:

1. The warranty period shall commence six (6) months from Abrams Architectural Products, Inc. (AAP) initial shipment of the product, or upon substantial completion of the job, whichever comes first.
2. AAP warrants that during the warranty period the products will not peel, check or crack (except for such slight crazing or cracking as may occur on normal roll-formed edges or breaks at the time of roll forming or other fabrication of pre-painted panels, sheet or coil and which is accepted in the industry as standard or peeling due to corrosion of the metal substrate) as a direct result of manufacturing defects.
3. AAP warrants that, in the absence of ponding or standing water, the products will not chalk in excess of a numerical rating of 8 during the warranty period when measured in accordance with the standard procedures specified in ASTM D-4214, Method A. Notwithstanding the foregoing, AAP makes no warranty against chalking for any embossed products that are installed 46° or more from the vertical.
4. AAP warrants that in the absence of ponding or standing water, the products will not fade or change during the warranty period when measured according to the ASTM D-2244-02, paragraph 6.2.2 CIEL a\*b\*10°. Measurements are taken on exposed paint surfaces which have been sufficiently cleaned from external deposits and chalk. Notwithstanding the foregoing, AAP makes no warranty against fading or color change for any embossed products that are installed 46° or more from vertical.

5. The warranty covers only the particular defects described in this certificate and only if they arise during normal use and service. It does not cover defects attributed to causes or occurrences beyond AAP's control including, but not limited to, normal weathering, exposure to corrosive atmosphere (such as those contaminated with salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightening, ice or windstorms, or other acts of God, windborne objects, building settlement or structural failures (including walls and foundations) or the use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or physical damage. AAP recommends that there be a systematic fresh water rinse maintenance program in effect so as to prevent accumulation of concentrated salt deposits, pollution deposits, etc.
6. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this Limited Warranty.
7. All claims hereunder must be submitted in writing to AAP within 30 DAYS from the date the damage or defect was discovered or could have been discovered.
8. AAP shall be given reasonable opportunity to inspect the product claimed to be defective. If after inspection of the product. AAP determines that the claimed defect is covered by this warranty, AAP, at its sole option, shall refinish, repair or replace, the defective product without charge to the owner.
9. In no event does AAP warranty cover the cost of labor or sundry materials required to remove and/or replace any defective product.
10. All warranty work will be performed by AAP or by a company, customer, contractor, applicator or distributor selected by AAP. At no time does this warranty confer upon claiming party or any other party the right to proceed with repair, replacement or restoration without written notice and agreement by duly authorized officer of AAP. Any such work undertaken by claiming party or any other party shall be fort claiming party's own account and shall result in this warranty becoming null and void. Since there may be color variance between the replacement or refinished product and the originally installed product due to the normal weathering (i.e. exposure to sunlight and extremes of temperature and weather and aging) of the originally installed product, this condition shall not be indicative of a defect in either the replacement or refinished product of the originally installed product.
11. AAP reserves the right to discontinue or modify its product lines and coating colors. If the original product or coating color is no longer available, AAP, will, at its option, either substitute a product or coating of comparable quality or refund the purchase price of the defective product only.
12. The warranty period applicable to any refinished, repaired or replaced products shall be for the remaining un-expired portion of the original warranty period.
13. IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HERIN ARE EXCLUSIVE WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNERS'S EXCLUSIVE REMEDYA AND AAP'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL AAP BE LIABLE FOR DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES IN CONNECTION WITH THE PRODUCT. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY APP IN CONNECTION WITH THE PRODUCT, AND IT EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, WITTEN OR ORAL, BY OPERATIONS OR LAW OR OTHERWISE, INCLUDING

WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. AAP'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASE PRICE.

- 14. This warranty is extended only to the owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void.
- 15. This warranty sets forth the entire agreement between the owner and AAP relating to the products. This warranty may not be modified or changed except by written document signed by an officer or AAP.

**AAP Authorized Representative Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

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

SAMPLE