## 3A Composites USA, Inc. Alucobond<sup>®</sup> Aluminum Composite Material <u>Anodized Finish</u>

## **5-YEAR WARRANTY**

This warranty is issued by 3A Composites USA, Inc. (Composites) to the property owner (the "Owner") identified below and applies to the finish on Alucobond<sup>®</sup> aluminum composite material (the "Material") finished with an Anodized Finish (the "Finish") installed at the property (the "Property") identified below:

Property Name:	ISD #276 – Scenic Heights Gymnasium Addition			
Property Owner:	Minnetonka Public Schools, ISD #276			
Property Address:	5650 Scenic Heights Drive			
City: Minnetonka	State:	MN	Zip:	55345
Fabricator Name:	Berwald Roofing Company Inc.			
Alucobond Sales Order #	206628	Quantity in SF	450 Sq. Ft.	
Alucobond Material Color:	Anodized Clear			
Date of Warranty:	July 21, 2016			

Warranty Coverage is subject to the following terms and conditions:

- 1. The duration of this Warranty (the "Warranty Period") shall be for five (5) years.
- 2. The Warranty Period shall begin from the date of installation or six (6) months after the date of initial shipment from the Composites facility, whichever occurs first, and is void unless payment for the materials indicated has been received by Composites.
- Composites warrants that during the Warranty Period, the Finish will not peel, check or crack (except for slight crazing or cracking as may occur on normal roll-forming or brake bending and which is accepted as standard, or when cracking or crazing is the result of metal fracture).
- 4. This Warranty will be effective only if normal maintenance and cleaning practices are followed. Anodized finishes should be cleaned with a mild, non-detergent solution of soap and water annually.
- 5. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements. Composites recommends that there be a systematic fresh water rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or in industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits.
- 6. This Warranty will not apply to damage to and/or failure of the Finish caused by: moisture or other contamination detrimental to the Finish because of improper packaging, storage, or handling of the Material prior to installation; improper handling, shipping, processing (such as fabrication at temperatures below 60°F(15.5°C)), and/or installation of the Material; scratching or abrading of the Finish during or after installation; standing or ponding water; improper cleaning of the Material; corrosion of the Material; or, acts of God, falling objects, explosions, fire or other such similar or dissimilar occurrences beyond Composites' control.
- 7. Corrosion is not covered under this warranty.
- 8. Composites' exclusive liability and the Customer's sole remedy under this Warranty, or otherwise, shall be limited to, at Composites' option, the refinishing, or replacing, or

Alucobond<sup>®</sup> is a registered trademark of 3A Composites USA, Inc. Page 1 of 2

Version 04062017

reimbursement of the cost of refinishing or replacing the Material exhibiting a defective Finish. Such refinishing shall be performed by a Composites' approved contractor, using standard finishing practices and materials as selected and/or approved by Composites. Composites reserves the right to approve any contract for such refinishing or replacing; such approval not to be unreasonably delayed or withheld.

- Composites' reserves the right to discontinue or modify its product lines and Finish colors. If the original Finish is no longer available, Composites will, at its option, either substitute a Finish of comparable quality or refund the purchase price of the defective Finish only.
- 10. The Warranty Period on a refinished or replaced finished Material shall be only for the remainder of the Warranty Period applicable to the Material originally finished.
- 11. In no event shall Composites be liable under any theory of recovery, whether based on negligence of any kind, strict liability or tort, for any direct, indirect, special, punitive, incidental or consequential damages in any way arising out of the purchase of a Finish or from any possession or use made of a Finish.
- 12. All claims relating to the quality, condition or performance of the Finish shall be denied unless the Customer acknowledges the claim in writing to Composites within the applicable Warranty Period, and within thirty (30) days after the Customer is informed or becomes aware of a defect in or of the Finish; and Composites must be given a reasonable and prompt opportunity to inspect said defect.
- 13. COMPOSITES MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE FINISHS.
- 14. This Warranty is extended solely to the Customer. It is nontransferable and nonassignable.
- All claims and notices must be submitted in writing to: 3A Composites USA, Inc., P.O.Box 507, ATTN: Claims Department, Benton, KY, 42025.
- 16. Acceptance of this Warranty grants Composites the right to secure photography of the Property for advertising, public relations, and related industry promotional collateral. Rights to said photography are unrestricted and may be transferable.
- 17. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Warranty shall be binding upon a party unless made in writing, expressly refers to this Warranty and is signed by that party's authorized representative. This Warranty supersedes and cancels any prior representations, warranties and agreements relating to the subject matters of this warranty.

Alucobond<sup>®</sup> is a registered trademark of 3A Composites USA, Inc. Page 2 of 2

Version 04062017