

LUXYCLAD® COMMERCIAL WARRANTY

Warrants to:

that LUXYCLAD® will comply with the standards set out in Clauses 1 and 2 of this Warranty (attached), subject to the terms and conditions set out in Clause 3 of this Warranty (attached), for all products whose codes are listed below.

Description and codes of all products used on job site:

Name of Contractor or Owner:

Project Name:

Project Address:

Substantial Date of Completion:

I have read and agree to the terms
of the LUXYCLAD® warranty

Name of Owner/Contractor:

Date:

Signature:

 **LUXYCLAD**® Aluminum
Architectural
Systems

Duly authorized on behalf of LUXYCLAD®

Date:

Signature:

Clause 1. LUXYCLAD® EXPRESSLY WARRANTS THAT ITS ALUMINUM SIDING AND/OR SOFFIT IS FREE FROM MANUFACTURING DEFECTS IN MATERIAL OR WORKMANSHIP.

When siding is applied and maintained to LUXYCLAD®'s instructions, such product is guaranteed against the following:

1.1 Buckling: The product itself will be free of any buckling that is not associated with the substrate and/or structure to which the LUXYCLAD® system is affixed. For the purpose of this warranty, buckling shall be defined as warping of the product(s) exceeding one sixteenth of an inch out of plane per linear foot.

1.2 Corrosion: When applied and maintained according to LUXYCLAD®'s instructions, such product is further guaranteed against rusting and corroding. Subject to the limitations set out in Clause 3.

1.3 Corrective Action: If, during the Limited Warranty Period, the Product is defective in material or workmanship, LUXYCLAD® will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the first (1st) through fiftieth (50th) year, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. After the 50th year, this Limited Warranty will expire and shall **no longer be applicable**. *If the original retail cost cannot be established by the Covered Person to LUXYCLAD®'s reasonable satisfaction, the cost shall be determined by LUXYCLAD® in its sole and reasonable discretion.* LUXYCLAD® replacement of the defective Product or reimbursement of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship.

LUXYCLAD® WILL NOT REFUND ANY COSTS RELATED TO LABOUR OR ACCESSORY MATERIALS.

Clause 2. LUXYCLAD® FINISH.

During the warranty period there will be:

2.1 Checking/Cracking Resistance: No visible checking or cracking of the finish on the building.

2.2 Chalking Resistance: No chalking of the finish on the building more than that represented by No.8 rating based on ASTM D4214.

2.3 Colour Retention: No colour change of the finish on the building greater than 5 (five) CIE Lab AE units calculated in accordance with ASTM D2244 Section 6.3. Colour change shall be measured on the exposed finished surface after it has been cleaned of oil, grease, chalk, oxidized film, or other contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30 degrees C).

2.4 Gloss Retention: Coated surface will exhibit gloss retention of a minimum of 30% of the original. Gloss retention shall be measured on the exposed finished surface after it has been cleaned of oil, grease, chalk, oxidized film, or other contaminants, corresponding values shall be measured on the original retained batch panel. (Panel stored in the dark at temperatures below 30 degrees C).

2.5 Adhesion: Adhesion of finish when initially applied to test panels and measured by reference to AAMA 2604-02 Clause 7.4.2 will show no removal of the film.

Clause 3. WARRANTY TERMS AND CONDITIONS.

3.1 The “Warranty Period” for the warranties in Clause 1 shall mean fifty (50) years or for as long as the original “Owner” and/or “Purchaser” documented shall live and own the property on which the material was originally installed. The warranty in Clause 2 shall mean **fifteen (15) years, commencing on the date of completion.**

3.2 Registration of the Product is required for the warranty to be in effect. This warranty is valid for the original Purchaser and one other Owner of the structure where the product(s) have been installed.

3.3 Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt, or other corrosive elements, including areas within proximity to a body of salt water. LUXYCLAD® recommends freshwater cleaning and following maintenance instructions to prevent corrosion from accumulated deposits.

3.4 The warranty will not extend or cover:

- a. Damages to the coated metal caused by handling, shipping, processing and/or installation; or
- b. Damages to the coated metal caused by scratching or abrading after installation; or
- c. Damage to the coated metal as a result of standing water in horizontal installations.
- d. The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, or other such similar or dissimilar occurrences beyond LUXYCLAD®’s control.
- e. Customer shall make available to LUXYCLAD® the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the Required Maintenance section of this warranty. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
- f. Claims must be submitted in writing to LUXYCLAD® within 30 days of the discovery of a problem, and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. After receiving such notice, LUXYCLAD® must be given a reasonable opportunity to inspect and verify the claim.
- g. LUXYCLAD®’s exclusive liability under this warranty, or otherwise, will be limited to refinishing and/or repairing, at LUXYCLAD®’s sole discretion, the defective powder coating. The warranty on any refinished, repaired, or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by LUXYCLAD®. Colour variance between refinished and/or repainted product and original shall not be indicative of a defect.

3.5 This warranty represents the complete agreement between the parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the full liability of LUXYCLAD® regarding the products they cover. LUXYCLAD® shall have no liability for any incidental or consequential damages. No person is authorized to make any statement, representation, or warranty on behalf of LUXYCLAD® except as expressly set forth in this document, and any such statement shall not be binding on LUXYCLAD®. Except as expressly set forth above, LUXYCLAD® makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties are valid for the duration of the limited warranty, or such shorter duration as provided by local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from area to area.

3.6 NOTHING IN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON LUXYCLAD® ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP IN INSTALLATION.

3.7 It is agreed between all parties involved that all claims and disputes relating to this agreement that cannot be settled through negotiation, will first try in good faith to settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration, and that such binding arbitration will be the sole and final remedial action.

3.8 Required Maintenance: On an annual basis, use a soft sponge or cloth with fresh water and mild detergent or non-abrasive soap with a pH range of 5-9, to clean the finished area of dirt, grime, and other debris. Rinse the area with a standard hose. Pressure washing and the use of harsh detergents or chemicals is not recommended. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company and, and general condition of the product finish.