

# Product Warranty

## PAC-4000



Project: \_\_\_\_\_ Date Of Substantial Completion: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Panel: \_\_\_\_\_ Invoice #: \_\_\_\_\_

Attachment \_\_\_\_\_ Square Ft: \_\_\_\_\_

Color(s): \_\_\_\_\_

Sold By: \_\_\_\_\_ Fabricator: \_\_\_\_\_

Architect: \_\_\_\_\_ Installer: \_\_\_\_\_

This warranty is given by Petersen Aluminum ("Petersen") to the initial owner and subsequent owners ("Owner") of the structure on which the panels (individually, a "Panel" and collectively, the "Panels") are first installed.

**Petersen warrants that (for the panel):**

- a. at the time a majority portion of the Panels are installed on the above referenced project (the "Date Of Substantial Completion"), the Panels will meet Petersen's standard specifications then in effect;
- b. the integrity of the panel bond will remain intact for a minimum of ten (10) years from the Date Of Substantial Completion.

**Petersen also warrants that (for the finish):**

- a. for polyester (or equivalent) coatings on panels or extrusions, the finish will not have a Fade Differential of greater than 8E units (Hunter Color Difference) or a Chalk Rating of less than 6, and the finish will not check, peel, lose adhesion or fracture (other than minute fractures which may develop due to fabrication and which are acceptable by industry standards on the Date Of Substantial Completion) for a period of five (5) years from the Date Of Substantial Completion.
- b. for anodized coatings, the finish of the Panels will not check, peel, lose adhesion or fracture (other than minute fractures which may develop due to fabrication and which are acceptable by industry standards on the Date Of Substantial Completion) for a period of twenty (20) years from the Date Of Substantial Completion.
- c. for spray-applied Kynar 500® coatings on panels or extrusions, the finish will not have a Fade Differential of greater than 5E units (Hunter Color Difference) or a Chalk Rating of less than 8, and the finish will not check, peel, lose adhesion or fracture (other than minute fractures which may develop due to

fabrication and which are acceptable by industry standards on the Date Of Substantial Completion), for a period of twenty (20) years from the Date Of Substantial Completion.

- d. or coil-coated Kynar 500® coatings, the finish will not have a Fade Differential of greater than 5E units (Hunter Color Difference) or a Chalk Rating of less than 8, and the finish will not check, peel, lose adhesion or fracture (other than minute fractures which may develop due to fabrication and which are acceptable by industry standards on the Date Of Substantial Completion), for a period of thirty (30) years from the Date Of Substantial Completion.

**For the purposes of this warranty:**

- a. "Fade Differential" means the difference between the color value as measured on exposed painted surfaces that have been cleaned of external deposits and chalk and the corresponding color value measured on the original unexposed painted surfaces (per ASTM D 2244-02);
- b. "Chalk Rating" means the rating calculated by using the Method Of Evaluating Degree Of Chalking Of Exterior Paint (per ASTM D4214-98);
- c. a Panel has a "Defect" or "Defects" if it does not conform to this Warranty. Unequal fading or finish color changes resulting from unequal exposure of surfaces to the sun or other exterior elements or conditions and gradual color changes in anodized Panel finish from normal weathering are not Defects.



**This warranty does NOT cover defects caused by:**

- ▶ Exposure to smoke, fire, radiation, salt spray, chemicals harmful or foreign substances in the atmosphere, including but not limited to organic solvents, concentrated detergents, wetting agents, or sulfur dioxide emission levels above those deemed safe by the U.S. Environmental Protection Agency.
- ▶ Failure of Owner to clean Panel surface at least once a year, or a failure of Owner to perform all maintenance and cleaning in accordance with AAMA 609 and/or AAMA 610.
- ▶ Defective or damaged fasteners, extrusions, brackets, or fabricated applications attached to or used in connection with installation of the Panels, or Defects in the Panels caused by such fasteners, extrusions, brackets, or fabricated applications.
- ▶ Failure to adequately seal edges and joints of the Panels or to apply an approved sealant in its proper amount in accordance with Petersen's Installation Guide.
- ▶ Improper installation or sizing of the Panels, including moisture intrusion, water and air leakage as a result of improper installation or sizing.
- ▶ Damage incurred after the delivery date during storage, handling, installation or maintenance of the Panels.

**Disclaimer Of Warranties:**

This warranty is the exclusive warranty given by Petersen for the panels. Petersen disclaims all other warranties, whether express or implied or statutory, including any warranty of merchantability, any warranty of fitness for a particular purpose and any implied warranties arising from a course of dealing or usage of trade. This warranty supersedes all other warranties, including any warranties based upon oral representations.

**Owner's Remedies:**

For this warranty to be valid, Owner must complete and return Petersen's Project Information Form within thirty (30) days of completion of installation of the Panels at the above described Project Site and shall document in writing its maintenance and cleaning of the Panels, and provide such documentation to Petersen upon request.

To make a claim under this Warranty, Owner must send a written description of any claimed Defect ("Claimed Defect") to Petersen

in writing at its address shown below within thirty (30) days of discovery of the Claimed Defect. Upon the request of Petersen, Owner shall permit Petersen reasonable time to inspect Panels for which notice of a Claimed Defect has been given prior to removal, repair, or replacement of the Panels. Any failure of Owner to notify Petersen of a Claimed Defect or to afford Petersen a reasonable opportunity to inspect the Claimed Defect prior to taking remedial measures (including removal, repair, or replacement) shall render this Warranty void in its entirety and the Claimed Defect shall not be covered by this Warranty.

If the Claimed Defect is a Defect covered by this Warranty, Petersen, at its option, will do one of the following within a reasonable period of time:

1. refinish or repair the Defective Panel; or,
2. furnish a conforming Panel to replace the Defective Panel; or,
3. refund a prorated portion of the price paid to Petersen for the Defective Panel.

In determining the amount of any refund to be paid by Petersen for a Defective Panel, the original price paid to Petersen for such Defective Panel shall be reduced by 10% for each full year which has passed since the Date Of Substantial Completion for panel bond Defects covered by this Warranty and (20% for polyester finishes (or equivalent)) or (5% for anodized finishes) or (5% for spray-applied Kynar 500® finishes) or (3.33% for coil-coated Kynar 500® finishes) for each full year which has passed since the Date Of Substantial Completion for all other Defects covered by this Warranty. Owner shall bear all costs of removal and disposal of Defective Panels and installation of all replacement Panels. THE REMEDIES SET FORTH HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF OWNER FOR BREACH OF THIS WARRANTY AND FOR DEFECTS COVERED BY THIS WARRANTY.

**Exclusion Of Consequential And Other Damages:**

IN NO EVENT SHALL Petersen BE LIABLE FOR ANY INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE OR INSTALL THE PANELS OR FROM DEFECTS IN THE PANELS.



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