



PETERSEN ALUMINUM Limited 20-Year Anodized Surface Warranty

Project Owner:

Project Name:

Address:

City, State and Zip:

Installer Name:

Material Installation Date:

Limited Warranty. Petersen Aluminum (hereinafter referred to as "PAC-CLAD") provides this Anodized Surface Product Limited Warranty (hereinafter referred to as "Surface Warranty") to its original customer only. Subject to the terms, conditions and limitations contained herein, PAC-CLAD warrants that its anodizing (hereinafter referred to as "Anodizing") will not peel, blister, crack, split or chip for a period of 20 years from the material installation date listed above (hereinafter referred to as the "WARRANTY PERIOD").

PAC-CLAD, in its sole discretion and at its option, will re-anodize or otherwise remedy any defective Anodizing, in whole or in part, or make a pro rata refund of that portion of the initial purchase price charged for the Anodizing only. There is no other warranty. This Surface Warranty covers only PAC-CLAD's Anodizing, and not the aluminum, whether provided by the customer or procured by PAC-CLAD for the customer. This Surface Warranty replaces and supersedes the Standard Anodized Surface Product Limited Warranty contained within PAC-CLAD's Standard Terms and Conditions of Sale. Those Standard Terms and Conditions of Sale shall remain in effect except as expressly modified here.

Notice. No re-anodizing, other remedy, or pro rata refund will be required or made unless PAC-CLAD receives written notice of the claimed defect. Any claim of defect, including without limitation under the Surface Warranty, must be made in writing to PAC-CLAD within the 20 year warranty period and within thirty (30) days following discovery of the claimed defect; provided, however, that (a) claims of defect for water damage must be made within thirty (30) days from the date of shipment, and (b) claims of defect relating to poly transfer or AnoGrip® must be made within the earlier of thirty (30) days following discovery of the claimed defect or one hundred eighty (180) days from the date of shipment. Written notice shall be provided to PAC-CLAD, Attention: Warranty Claims, 1600 Airport Road, Waukesha, WI 53027. The written notice shall describe the defect and provide the Project Owner's name, address, and the address and location of the anodized product, as well as manufacturing, sales and inventory data to permit PAC-CLAD to trace the product from sale to use. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims the original customer may have, and PAC-CLAD shall have no liability, under this Surface Warranty or otherwise, for that claimed defect. As a condition to the enforcement of any claim under this Surface Warranty, PAC-CLAD and its agents must be provided access to the original anodized product for inspection, testing, re-anodizing and/or remedy, and must be provided all required scaffolding, staging and rigging. The anodized product must remain unmodified for PAC-CLAD's inspection and testing. Any modification, replacement, attempted repair, self-help, or alteration of the product, or other product into which the anodized material is incorporated, without PAC-CLAD's prior approval or before PAC-CLAD inspects or tests the Anodizing or anodized product, shall render this Surface Warranty and any other applicable warranties null and void.

Exclusions from Warranty Coverage. The customer has no rights under this Surface Warranty unless and until PAC-CLAD receives full payment. The Surface Warranty extends only to the original Project Owner listed above; it does not extend, and it is not transferable or assignable, to any subsequent purchaser or user, without the express written consent of PAC-CLAD. The Surface Warranty does not cover coloration, discoloration, or fading. The Surface Warranty does not extend to any defect outside the Anodizing. The Surface Warranty shall not apply to any claimed defect or damage arising out of or being caused by the following:

- animals, flying or falling objects, or natural occurrences or disasters, including without limitation earthquakes, hailstorms, windstorms, hurricanes, and tornadoes;
- corrosive or finish-damaging products or natural conditions, including without limitation, chemicals, fumes, high air pollution, acid rain, sea spray, metal shavings, grout, and the like;
- deliberate or negligent acts, vandalism, acts of terrorism or war, mechanical damage, vehicular or pedestrian traffic, fire (deliberate or accidental), or other misuse or abuse;
- any damage caused by or during transportation or storage by anyone other than Petersen (including without limitation damage caused by condensation or moisture);
- abrasion or physical impact;
- defects in aluminum provided to or by PAC-CLAD;
- any damage caused by forming, bending, or manipulating the anodized aluminum or other material during fabrication of any panels, frames, or other products into which the anodized aluminum is incorporated (including without limitation crazing or cracking);
- defects in the design, materials, assembly, construction and/or installation of any panels, frames or other materials or products into which Petersen's anodized product is incorporated;
- defects in the design, materials, assembly, or construction of any structure or substrate, including but not limited to structural movement, structural failure, substrate failure, or internal building pressure conditions;
- weather (In exterior applications, this Warranty covers only finishes and inorganic colors designated by Petersen for exterior use, and only finishes and inorganic colors meeting the "Exterior Standard and Architectural Class" criteria defined from time to time by The Aluminum Association. Gradual fading of both organic and inorganic dyes due to weathering is not covered by this Warranty.); and,
- inadequate maintenance (see below).

All specifications set forth in PAC-CLAD's quotations, order acknowledgments, or other documentation remain subject to tolerances and variations consistent with usage of trade and regular anodizing practices concerning dimension, weight, section, composition and anodizing properties; normal variations in surface; internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods.

Condition for Warranty Coverage (Surface Product Maintenance). Customer is informed and understands that the anodized product is porous, and that long-term exposure to dust, dirt, and other contaminants must be minimized for the product to perform as warranted. It is a condition of this Surface Warranty that the original customer and any other user (including without limitation any end user) of the product must maintain the product after installation by conducting regular documented cleaning of the product using a non-abrasive, low-grit cleaning method that utilizes one of the following cleaners: Henkel SC110LF (mild acid cleaner), 10% ammonium, mineral spirits, organic cleansers, acetone, Henkel Ridoline 212 (mild alkaline cleaner), methanol, PH-neutral solvents, MEK. Such maintenance and cleaning must be performed as necessary but not less than once every year after installation. The original customer is obligated to share this information with any subsequent purchaser or user. For any claim under the Surface Warranty, Petersen must be provided on request written documentation of the maintenance cleaning performed and the cleaner used. Nothing contained in this Surface Warranty creates any contract or other relationship with any user (including any end user) other than the original customer.

LIMITATIONS ON LIABILITY. THIS WARRANTY IS GIVEN BY PAC-CLAD IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REPAIR, REPLACEMENT, OR REFUND SELECTED BY PETERSEN IN ITS SOLE DISCRETION IS THE EXCLUSIVE REMEDY. PAC-CLAD SHALL NOT BE LIABLE TO THE ORIGINAL CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL, BREACH BY PAC-CLAD, OR OTHER REASON, ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED, INCLUDING CLAIMS OF PAC-CLAD'S NEGLIGENCE. PAC-CLAD SHALL NOT BE LIABLE TO THE ORIGINAL CONSUMER OR ANYONE ELSE IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY ALLEGED DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCT OR FOR THE OMISSION OR ALLEGED INADEQUACY OF ANY WARNING. EXCEPT FOR THE LIMITED WARRANTY HEREIN, THE CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES PAC-CLAD FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES, WHETHER BY STATUTE OR COMMON LAW, OBVIOUS OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, OR DEFECTS IN THE ANODIZED PRODUCT OR GOODS EXCEPT AS SPECIFICALLY PROVIDED IN THE WARRANTY. UNDER NO CIRCUMSTANCES SHALL PAC-CLAD'S LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE GOODS. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THIS AGREEMENT. **CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE WARRANTY AND PRODUCT, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.**

Period of Limitations. No claim, suit, or other proceeding arising out of or related to PAC-CLAD's Anodizing, goods, services, or this Surface Warranty may be brought by the original customer after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

Applicable Law. This Surface Warranty shall be considered to have been made in the state where the material is installed, and shall be governed by and interpreted according to laws of that state, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Surface Warranty or Product may be brought, if at all, only in a federal or state court having jurisdiction over the subject matter, and the original customer irrevocably consents that such court shall have personal jurisdiction over the customer and waives any objection that the court is an inconvenient forum. Alternatively, and at PAC-CLAD's sole election, any dispute arising out of or relating to this Surface Warranty shall be submitted to binding arbitration in the state in which the material is installed, in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event any suit is brought against PAC-CLAD by the customer or anyone else in violation of this Surface Warranty or for claims waived or released under the Warranty, the customer agrees to pay PAC-CLAD's attorney and paralegal fees and costs to defend such suit, as well as indemnify and hold PAC-CLAD harmless for any related judgment, damages, or awards.

Modifications. No person at PAC-CLAD other than its vice-president of operations, president, chief operating officer, and chief executive officer has the authority to modify, expand or extend the Surface Warranty, to waive any of the limitations or exclusions of the Surface Warranty, or to make any different or additional warranties. Any such alteration is not effective unless stated in writing hand signed by one of these authorized officers at PAC-CLAD. All other statements and representations are null and void.

Miscellaneous. If any provision or individual term of this Surface Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. The original customer shall not assign any of its rights nor delegate any of its obligations under this Surface Warranty without the prior written consent of PAC-CLAD.

PAC-CLAD's Rights. PAC-CLAD has all rights and remedies given to sellers by applicable law, and PAC-CLAD's rights and remedies are cumulative and may be exercised from time to time by PAC-CLAD. No waiver by PAC-CLAD of any provision of this Surface Warranty shall be effective unless in writing nor operate as a notation or waiver of any other provision. PAC-CLAD shall not lose any right because it has not exercised that right in the past.

NOTE: THIS WARRANTY IS VALID ONLY WITH COMPLETED PETERSEN -APPROVED APPLICATION FOR WARRANTY, WITH CUSTOMER, PROJECT, ISSUE DATE, AND OTHER REQUIRED INFORMATION INCLUDED IN THE HEADER OF THE DOCUMENT. WARRANTIES ARE ISSUED ON A PROJECT-BY-PROJECT BASIS.

PETERSEN ALUMINUM CORPORATION

By: T. Mallinger
Tony Mallinger, President, CAM

*** Not valid without Authorized Signature***

Date: January 1st, 2025