PETERSEN ALUMINUM CORPORATION – PAC-CLAD® 30 Year Limited Warranty For Aluminum Products In A Coastal Environment

Owner:
Address:
Contractor: of
Customer:
Invoice Num. & Date:
Date Warranty Begins: Date Warranty Ends:
Job Name:

PART I

PETERSEN ALUMINUM CORPORATION (hereinafter referred to as "PAC") hereby issues the following limited warranty to the above referenced owner (hereinafter referred to as OWNER) exclusively. Subject to the terms and conditions listed below, PAC warrants that upon delivery its standard color PAC-CLAD® Fluropon® coating (hereinafter referred to as the "COATING") applied to aluminum sheet and coil that has been fabricated, roll-formed or otherwise manufactured, within one year from the date of shipment thereof by PAC, and sold for use as painted roofing panels, fascia, mansard, soffit or other building components, will for a period of thirty (30) years [ten (10) years in the case of Award Blue and Cardinal Red] from the project completion date listed above (hereinafter referred to as the "WARRANTY PERIOD"), meet the following quality standards:

A. WILL NOT chalk in excess of ASTM D-4214 number eight (8) rating.

B. WILL NOT change color more than five (5.0) Hunter ΔE units [(7.0) Hunter ΔE units in the case of Award Blue and Cardinal Red] as determined by ASTM method D-2244-02 after removal of external deposits and chalk. It is understood by all the parties herein named, that fading or color change may not be uniform in appearance between surfaces not equally exposed to the sun and other weathering elements. This paragraph is not applicable in its entirety for all PAC-CLAD® metallic colors or custom Fluropon® Classic or Fluropon® Classic II colors.

C. WILL NOT crack, check, peel or otherwise lose adhesion. The terms, crack, check and peel, used herein shall not include minute fracturing of the COATING incurred during proper fabrication. In addition loss of adhesion of the COATING as a result of substrate corrosion, however caused, and either from the front side or the backside of the substrate is specifically excluded from this warranty.

The following additional terms, conditions and other limitations are also included as part of this warranty:

PART II

1.) This warranty and all terms, conditions and exclusions contained herein apply to PAC's COATING only. In regards to the aluminum substrates to which the COATING has been applied or any solar panels/solar film applied to the COATING, PAC makes no representations or other warranties whatsoever. ALL BASE METAL SUBSTRATES AND SOLAR PANELS/FILMS ARE SOLD AS IS. In addition, PAC makes no representations or otherwise warrants the weather tightness of the roofing panels, fascia, mansard, soffit or other building components referred to in Part I. Further, PAC is expressly to be held harmless for failures, leaks or consequential damages caused by the roofing panels, fascia, mansard, soffit or other building components.

2.) This warranty applies to the COATING installed on structures within the continental United States that have been exposed to normal weather and atmospheric conditions only. Failure of the COATING caused by exposure to harmful fumes, cement dust, falling sand, animal waste or its decomposition by-products, dust particles and other foreign substances in the air, chemical fumes, chemical sprays and installations exposed to constant or direct spraying of either salt or fresh water are all excluded from this warranty. In addition, this warranty does not apply to failure of the COATING caused by or as a result of fire, other accident or casualty, vandalism, radiation, falling objects, explosions, riots or acts of God. Also, the warranty is void for areas where materials / items such as snow guards, solar panels or solar films are attached to the COATING. In addition, the warranty is void if the COATING is perforated. Finally, this warranty does not apply to failure of the COATING caused by the following: damage incurred during shipment, improper storage, improper fabrication or improper installation, improper seaming techniques, surface scratches or other abrasions however caused, damage caused by contact with areas subject to water run-off from lead, copper or other incompatible flashings or areas in metallic contact with lead, copper or other dissimilar metals, damage caused by failure to provide free drainage of water, including internal condensation from overlaps, and all other surfaces of the roofing panels, fascia, mansard, soffit or other building components, damage caused by failure to remove debris or other accumulations of foreign substances from the surface of the roofing panels, fascia, mansard, soffit or other building components, damage caused by contact with green or wet lumber, damage caused by contact with or close proximity to damp underlayment, insulation, soil, vegetation or other corrosive materials and/or damage caused by use of unsuitable fasteners or flashings. Selection of suitable long-lasting fasteners as well as appropriate flashings rests solely with the OWNER.

3.) In the case of installations within one thousand, five hundred (1,500) feet from a seacoast, saltwater or other brackish water environment, the OWNER shall perform maintenance including a "sweet water" (fresh tap water) rinse twice per year in accordance with AAMA 609 & 610-02. No abrasive or chemical cleaners should be used on the COATING at any time. The OWNER shall make and maintain records of all such maintenance during the WARRANTY PERIOD, and shall make such records available to PAC upon request.

4.) This warranty does not apply to failure of the COATING in the following additional circumstances: forming where the bend is tighter than 2T, forming which involves severe reverse bending, or which subjects the COATING to alternate compression and tension, roofing applications where the slope of the roof, or sections of the roof, are flatter than ½: 12", applications where the COATING is sheltered from periodic washing by natural rainfall such as underside eaves and soffits, or discoloration or damage to the COATING caused by failure to remove factory applied protective strippable film (where applicable).

PART III

1.) All claims filed under the provisions of this warranty must be presented by the OWNER to PAC, in writing, during the WARRANTY PERIOD and not more than thirty (30) days after discovery of any apparent defects, delivered by Registered or Certified mail to the following address:

Sample

Petersen Aluminum Corp.
1005 Tonne Rd.
Elk Grove Village, IL 60007
ATTN: Warranty Claims

In submitting a claim under the provisions of this warranty, it is the responsibility of the OWNER to provide adequate documentation of the COATING involved in the claim, including date of installation, name of installer and contractor (if different), PAC order number, PAC invoice number and proof of payment to PAC for all such materials included as part of the claim. In no event will any claims be honored under the provisions of this warranty if invoices from PAC have not been previously satisfied in full within PAC's standard credit terms. OWNER further agrees to allow PAC to inspect all such documentation.

2.) After receipt of claim from owner, PAC will be given a reasonable opportunity to examine or cause to be examined, the COATING claimed to be non-conforming. OWNER shall further use reasonable care to protect any disputed material until PAC has had time to conduct its own inspection and make disposition.

3.) If after inspection it is determined by PAC that the claim is valid under the terms of this warranty, then PAC agrees, at its option, to refinish, repair or replace the defective COATING on the following basis:

a. If the COATING is to be refinished then PAC shall bear the cost of materials and labor reasonably necessary to repaint those areas showing failure. Further, PAC shall use normal painting practices to apply a Kynar 500® or Hylar 5000® coating system or other suitable alternative. The choice of appropriate coating system to use rests exclusively with PAC.

b. In the case of repair or replacement of the defective COATING, PAC shall at its option, and F.O.B. PAC plant, furnish either replacement components or sufficient sheet to fabricate replacement components, for those areas of the building where the COATING is determined to be defective. However, in no event shall PAC be liable for the cost of labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone by reason of the fact that such material may have been nonconforming.

This warranty shall apply to the part or parts of the COATING refinished, repaired or replaced by PAC, but only for the unexpired portion of the WARRANTY PERIOD applicable to the original COATING only. It will be at the discretion of PAC what appropriate measure shall be taken; that is whether the COATING should be refinished, repaired or replaced. However, in lieu of any of the foregoing alternatives PAC also reserves the right to refund to the OWNER a cash amount equal to PAC's original invoiced price of the nonconforming material as satisfaction in full for all claims under this warranty. In addition, should repair or replacement of the nonconforming materials necessitate the removal of solar panels/solar films PAC assumes no responsibility for either the original, replacement or reinstallation costs of these solar panels/solar films. At no time does this warranty confer upon the OWNER the right to refinish, repair or replace those areas of COATING under dispute without written notice and agreement by a duly authorized officer of PAC. Any unauthorized refinish, repair or replacement of the COATING shall result in this warranty becoming null and void.

PART IV

1.) Except as provided herein, PAC makes no warranty or guarantee, express or implied, including without limitation, WARRANTIES OF FITNESS AND MERCHANTABILITY. Further, OWNER acknowledges that PAC shall have no other liability to any other person, firm, or corporation with respect thereto, including, without limitations, any liability for indirect, consequential or resultant damages, whether based upon breach of warranty or negligence.

2.) PAC extends this warranty solely to the OWNER listed herein. This warranty is non-transferable and non-assignable.

3.) This warranty shall be subject to and shall be enforced and construed according to the laws of the State of Alabama. Any legal action to enforce or construe any portion of this warranty shall be brought in a Court of competent jurisdiction in Cook County, Illinois.

4.) If any provision of this warranty shall be held by any Court of competent jurisdiction to be invalid or unenforceable in whole or in part, the remaining provisions of this warranty shall be effective to the same extent as if such invalid or unenforceable provision had never been contained herein.

5.) PAC reserves the right to terminate this warranty at any time upon thirty (30) day written notice. However termination shall not affect the rights accruing to the OWNER prior to such termination.

6.) Both the supplier of the PAC COATING and the applicator thereof have made certain warranties to PAC which are similar to the warranties made by PAC to the OWNER under this limited warranty. In the event that the supplier and or applicator (or its successors or assigns) of the coating can no longer perform, or is not willing to perform, its obligations to PAC, then the limited warranty contained herein shall be of no further force or effect.

7.) The terms hereof shall constitute the entire agreement and understanding of the parties hereto respecting the subject matter hereof and no provision or statement contained at any time in any other writing, including without limitation, OWNERS, customers and/or contractors purchase orders, architects specifications or PAC's acceptance forms shall be effective to change the provisions hereof, unless contained in a subsequent agreement, in writing, signed by both the OWNER and PAC expressly stating that it is intended thereby to modify or supplement this instrument.

PETERSEN ALUMINUM CORPORATION

By: _____

****** Not valid without Authorized Signature******

Date:

Fluropon® is a registered trademark of The Valspar Corporation
Hylar 5000® is a registered trademark of Ausimont USA, Inc.
Kynar 500® is a registered trademark of Atochem N.A.
PAC-CLAD® is a registered trademark of Petersen Aluminum Corporation

Sample