

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 Illinois. 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:

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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