

APEX ALUMINUM EXTRUSIONS - 5 YEAR LIMITED WARRANTY

-- ANODIZING --



Apex Aluminum Extrusions extends the following Warranty to

for _____ of _____ concerning the use of Class I Anodizing,
in _____

Term of Contract

Apex Aluminum Extrusions warrants that the anodic coating applied to the aluminum extrusions shall meet AAMA 611-98, Voluntary Specification for Anodized Architectural Aluminum. This Limited Warranty commences on the date of substantial completion (the "Commencement Date"), and remains in effect for five (5) continuous years from the Commencement Date. If Apex Aluminum Extrusions is not notified of the Commencement Date, the Commencement Date will be deemed to be the date of delivery. The Commencement Date shall also be no later than six (6) months from the date the aluminum was anodized. Should the substantial completion date be more than six (6) months from the date of anodizing, the date of delivery will be deemed to be the Commencement Date.

Limited Warranty Terms

Specifically, Apex Aluminum Extrusions warrants that for five (5) years after the Commencement Date, the anodized finish will:

1. Resist cracking, flaking, blistering, or crazing,
2. Will not chalk in excess of ASTM D-4214 number eight (8) rating, as determined by the procedure outlined within ASTM D-4214, Specification Test
3. Will not change color more than five (5) Delta-E Hunter units as determined by ASTM method D-2244 (the "Limited Warranty Terms")

Conditions

If the Customer believes that anodizing performed by Apex Aluminum Extrusions has failed to comply with the Limited Warranty Terms:

1. Customer must notify Apex Aluminum Extrusions of the alleged failure, in writing, within thirty (30) days after the discovery of the alleged failure. Written notice received later than thirty (30) days after the discovery of the alleged failure will void the claim under this Limited Warranty in respect of such alleged failure.
2. The Customer shall provide a reasonable amount of cooperation and assistance to Apex Aluminum Extrusions in the determination of whether or not the claim of defect is valid. Upon receipt of your written notice of claim Apex Aluminum Extrusions will determine the exact cause of the failure using ASTM, AAMA, and NCAA testing procedures as deemed necessary and possible.

This Limited Warranty is extended to the Customer only, and is non-transferable or assignable. The Customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the Customer.

Limitations

This Limited Warranty does not extend or apply to anodized material in the following circumstances:

1. Anodized materials that have not been handled as per AAMA Publication 10, Care and Handling of Architectural Aluminum from Shop to Site.
2. Anodized materials that have not been maintained as per AAMA 609 and 610-2 Cleaning and Maintenance Guide for Architecturally Finished Aluminum.
3. Customer acknowledges that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

Further, this Limited Warranty does not extend or apply to anodized aluminum if failure is deemed to be caused by events or circumstances beyond Apex Aluminum Extrusion's control. Such events or circumstances include, but are not limited to:

- sustained water or condensation damage;
- improper storage or packaged of the anodized aluminum prior to installation;
- a corrosive atmosphere (harmful fumes, or foreign substances in the environment);
- external contaminants or conditions which causes degradation or delamination;
- damage by handling or during shipping, processing or installation;
- failure due to improper usage and/or application;
- any form of negligence, misuse, abuse, abrasion or physical impact or any other physical damage whether intentional or accidental;
- work performed by others or materials supplied by others;
- welding, forming or bending post anodizing;
- corrosion of the metal substrate, for any reason;
- finish deterioration originating from unpainted or exposed metal;
- Incompatibility between materials, including but not limited to galvanic corrosion due to contact with adjacent dissimilar metals such as stainless steel, etc.;
- excessive building movements;
- acts of God
- acts of nature;
- government restrictions;
- acts of aggression or terrorism by any person or entity.

Remedies

If, at the sole discretion of Apex Aluminum Extrusions, any anodized part is deemed defective under the terms and conditions of this Limited Warranty, Apex Aluminum Extrusions will, at its sole discretion, either:

1. Reprocess, at its sole expense, any anodizing which Apex Aluminum Extrusions has deemed to be defective because of faults in the anodizing process;
2. Anodize new material supplied by the Customer;
3. Reimburse the Customer for the original price paid to Apex Aluminum Extrusions for the defective part; or
4. Should refinishing the anodized parts via matching paint be considered an optimal option, Apex Aluminum Extrusions reserves the right to approve any contract between Customer and any third party for the purpose of correcting the defective part.

In no event will Apex Aluminum Extrusions be responsible for:

1. Materials costs;
2. The costs associated with manufacturing formed products;
3. The cost of removing or replacing anodized material from any structure in which it may have been incorporated;
4. The cost of re-installing anodized material to any structure in which it was removed from;
5. The cost of transporting faulty or replacement anodized material.

The Limited Warranty of materials replaced or repaired under this Limited Warranty shall be limited to the remainder of the original Limited Warranty period defined under the Limited Warranty Terms.

Notwithstanding any other provision in this Limited Warranty or any other agreement with the Customer or applicable statutory provisions, the foregoing limited warranty is the sole and exclusive remedy of the Customer against Apex Aluminum Extrusions. In no event will Apex Aluminum Extrusions be liable or responsible for loss of benefit, income, or any other direct, indirect, fortuitous, special, secondary or incidental damages resulting from any anodized parts or finish, any defect in any anodized parts or finish or other indirect damages with respect to loss of property, revenues or profit or for removal, installation or re-installation of any anodized parts or finish. Without limiting the foregoing, the Customer agrees that Apex Aluminum Extrusions shall not be liable or responsible in any way to the Customer or any other person for any injury arising from or out of the Customer's use or installation of any anodized parts or finish or any loss or damage to property (including loss of use thereof) of the Customer or any other person from any cause whatsoever whether or not any such injury, loss or damage results from any fault, default, negligence, act or omission of Apex Aluminum Extrusions, or its agents, servants, employees or any other person from whom Apex Aluminum Extrusions is in law responsible.

Apex Aluminum Extrusions makes no other warranties, either express or implied, regarding its products or its selection and application, including, but not limited to, compliance with safety codes, laws, merchantability or fitness for a particular purpose. This Limited Warranty is in addition to Apex Aluminum Extrusions standard terms and conditions of sale.

This Limited Warranty will be void if payment from Customer is not received in full within the period(s) listed in customers' contract or originating purchase order. In the absence of a specific time period, payment from Customer should be or should have been received within the Apex Aluminum Extrusions standard payment period.

In the event of a material breach on the part of the Customer of any of the conditions listed herein, Apex Aluminum Extrusions shall have no liability for any anodized material future claims.

This Limited Warranty is provided to the Customer in lieu of any other warranty requirements or obligations, including those of Project Specifications or non-Apex Aluminum Extrusions documentation.

All notices given and claims made under or pursuant to this Limited Warranty shall be in writing and sent by certified or registered mail, postage prepaid, return receipt requested to: Apex Aluminum Extrusions, Attn: Thomas Martini, President, 9767 201 Street, Langley, BC, V1M 3E7.

Customer Signatory

Date

Thomas Martini, President,
Apex Aluminum Extrusions

Date