

ANODIZED FINISHES
LIMITED WARRANTY AND LIABILITY

Apex Aluminum Extrusions Ltd. ("**Apex**") provides a limited warranty to the original purchaser (the "**Purchaser**") of anodic coating applied to aluminum extrusions (the "**Product**"), that the Product shall:

- (i) meet AAMA 611-12 Voluntary Specifications for Anodized Architectural Aluminum;
- (ii) resist blistering, flaking, cracking and crazing under normal atmospheric conditions or change;
or
- (iii) fade in colour more than five (5) Delta E Hunter units as per ASTM method D-2244.

Such limited warranties are expressly provided for a period of twelve (12) months from the original date of purchase with respect to Class II (0.0004", 10micron) anodizing and twenty-four (24) months on Class I (0.0007", 18 micron) anodizing (as applicable, the "**Warranty Period**"). If the Purchaser discovers the Product has not performed as set out above (such an occurrence, a "**Defect**") within the Warranty Period, the Purchaser's sole and exclusive remedy shall be that, at the sole option of Apex, Apex will either repair the Product with new or refurbished materials or replace the Product. The Purchaser hereby authorizes Apex's agents to inspect the Product, evaluate and respond to any claim of a Defect in the Product. All decisions regarding the existence of a Defect shall be made by Apex and shall be final and binding upon Apex and the Purchaser. All warranty claims must be received by Apex prior to the expiration of the Warranty Period, or such warranty claim shall be deemed waived. This Warranty shall be null and void unless the Product has been paid for in full.

EXCLUSIONS FROM WARRANTY

This warranty only covers a Defect discovered while using the Product as recommended by Apex. This warranty does not cover loss or theft of the Product, damage to the Product caused by misuse, mishandling, physical or chemical abuse or exposure, abnormal use, unauthorized modifications, improper storage conditions, direct or sustained heat or cold or sudden or rapid change in temperature, exposure to chemicals, construction dust, water damage, vandalism, force, pressure or loading applied from a person, utensil or object, damage caused in whole or in part by acts of God, job site conditions or installation, nor does warranty coverage extend to parts of the Product to which repair or replacement becomes necessary due to normal wear and tear or to which repairs, alterations or adjustment have been performed or begun by the Purchaser or a third party without Apex's prior written consent. All decisions regarding the cause of damage to the Product shall be made by Apex and shall be final and binding upon Apex and the Purchaser.

Further, the warranties provided above shall only be valid in the event the following conditions have been strictly adhered to by the Purchaser with respect to the Product:

- The finished goods must be handled in accordance with AAMA Publication CW-10-12, "Care and Handling of Architectural Aluminum From Shop to Site"
- The anodized materials must be maintained as per AAMA 609 & 610-09 "Cleaning and Maintaining Guide for Architecturally Finished Aluminum". Annual cleaning and maintenance records must be provided to Apex upon request in order to sustain the warranty.
- The anodized material has not sustained water or condensation damage, nor been subjected to standing or pooling water.
- The finished goods have not been damaged by handling, shipping, processing and installation, nor by any form of abuse, abrasion or physical impact, acts of nature, fire, flood, acid rain, or any other physical damage whether intentional or accidental.

- The product has not been subjected to a corrosive atmosphere, harmful fumes or foreign substances and have not been welded, formed or bent post anodizing.
- The Purchaser has paid the agreed upon amount owing under the contract or purchase order within their credit terms.

Should a claim arise the following steps are to be followed:

- The alleged failure is reported in writing to Apex Customer Service within 30 days of discovery of alleged defect.
- The Purchaser shall provide proof of delivery date and demonstrate that the product has failed to comply with this warranty.
- Apex will issue RMA as per our Standard Terms and Conditions of Sale.
- Apex exclusive liability shall be limited to refinishing the defective anodized materials at the Apex facility. The warranty on any refinished material shall for the remainder of the warranty period.

LIMITATION OF APEX'S LIABILITY

In no event will Apex be liable for damages beyond refinishing the defective Product at the Apex facility without additional costs related directly to such refinishing to the Purchaser. **FURTHER, IN NO CASE WILL APEX BE LIABLE EITHER IN TORT, CONTRACT OR OTHERWISE, FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOST SAVINGS, DAMAGE TO OTHER EQUIPMENT, AND INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THE USE, OR INABILITY TO USE THE PRODUCT OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF APEX, EVEN IF APEX HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.**

To the extent permitted by law, this warranty is exclusive and in lieu of any other warranty, express or implied, including any warranty of merchantability, fitness for particular purpose, or other warranty of quality, whether express or implied, and all other liabilities or obligations on the part of Apex. This warranty is the only warranty made by Apex for the Product. No representative, dealer, employee, installer or any other person is authorized to make, modify or change this warranty or make any other warranty, representation or promise on behalf of Apex with respect to the Product. No term or condition other than those stated in this warranty and no agreement or understanding, whether oral or written, in any way purporting to modify or change this warranty shall be binding upon Apex. By installing or using the product, the Purchaser accepts all terms described herein.

This warranty shall be interpreted exclusively under the laws of British Columbia and the laws of Canada applicable therein.

SERVICE UNDER THIS WARRANTY

Contact us by mail: Apex Aluminum Extrusions Ltd.
9767 201 Street
Langley, BC V1M 3E7
Attn: General Manager

The cost of shipping the Product to Apex, or an authorized repair center and payment of any customs clearance fees or duties are the sole responsibility of the Purchaser.