

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 611-24, Voluntary Specification for Anodized Architectural Aluminum;
- (ii) resist blistering, flaking, cracking and crazing under normal atmospheric conditions;
- (iii) not change or fade in colour more than five (5) Delta E Hunter units as per ASTM method D-2244;
- (iv) not chalk in excess of ASTM D-4214 number eight (8) rating, as determined by the procedure outlined within ASTM D-4214 Specification Test.

Such limited warranties are expressly provided for a period of five (5) years from the original date of delivery with respect to Class I (0.0007”, 18 micron) anodizing (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 the Apex, the 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. The cost of shipping the Product to Apex, or an authorized repair center for inspection of the Defect and payment of any customs clearance fees or duties are the sole responsibility of the Purchaser. 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. The warranty on any refinished material shall for the remainder of the Warranty Period.

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-10-98, “Care and Handling of Architectural Aluminum From Shop to Site”
- The anodized materials must be maintained as per AAMA 609 & 610-15 “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 in reported within 30 days of discovery of alleged defect by mail, to Apex at the following address:
 Apex Aluminum Extrusions Ltd.
 9767 201 Street
 Langley, BC V1M 3E7
 Attn : Thomas Martini, President & CEO
- The Purchaser shall provide proof of delivery date and demonstrate that the product has failed to comply with this warranty.

LIMITATION OF THE APEX’S LIABILITY

In no event will Apex be liable for material costs, costs associated with manufacturing formed products, costs of removing or replacing Product from any structure in which it may have been incorporated, costs of re-installing Product to any structure in which it was removed, nor costs of transportation of Products with Defects or replacement materials. **FURTHER, IN NO CASE WILL THE 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.

CERTIFICATION OF WARRANTY

PROJECT NAME: _____
 CUSTOMER NAME: _____
 SIGNED: _____

PROJECT LOCATION: _____

 DATE: _____