# **USALUMINUM**

### **Standard Painted Finishes**

#### LIMITED WARRANTY AND LIABILITY

This warranty is in addition to US Aluminum's standard product warranty.

US Aluminum ("USAL") warrants for a period of five (5) years from the date of shipment that all exposed Kynar painted aluminum furnished by USAL and specified to be processed to American Architectural Manufacturers Association 2605 shall conform to the following, provided it is installed in and exposed to normal atmospheric conditions.

The said painted aluminum will not develop excessive fading or excessive non- uniformity of color, and will not crack, peel, flake, or blister, all within the limits defined as follows:

"Excessive fading" means that all change in color during the period of this warranty shall not exceed 5 Delta E units (Hunter Color Difference) for two (2) years if calculated from measurements on any spectrophotometer or colorimeter designed to adequately measure color by reflectance readings in accordance with ASTM method of test D-2244-85, Section 6.3. Numerical units are defined at the numerical value equal to the square root of the sum of the squares Delta L, Delta a and Delta b measured on the exposed paint surfaces which have been cleaned of external deposits and chalk and corresponding values measured on the original or unexposed painted surfaces.

"Excessive non-uniformity" means non-uniform fading during the period of this warranty to the extent that adjacent panels have a color difference greater than the original limits of acceptable color expressed in the same system of color measurement described above. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

"Will not crack, peel, flake or blister" means the painted coating shall maintain its film integrity and show no cracking, peeling, flaking or blistering discernible by the naked eye resulting from the natural elements in the atmosphere at the project.



## Standard Painted Finishes continued

#### LIMITED WARRANTY AND LIABILITY

The warranty will not extend to or cover:

- (a) damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated metal prior to installation;
- (b) water damage due to condensation caused by improper re-packaging of the coated metal prior to installation; or
- (c) damages to the coated metal caused by handling, shipping, processing and/or installation.

This warranty applies only if such painted material is installed in strict accordance with USAL's recommended practices and maintained in accordance with American Architectural Manufacturers Association (AAMA) publication number 609 & 610-09 "Cleaning and Maintenance Guide for Architecturally Finished Aluminum".

This warranty does not cover, and USAL hereby expressly disclaims, all liability for and with respect to any material which has been subject to unnatural atmospheric conditions, aggressive chemicals, abuse, alteration, modification, neglect, misuse, abnormal use, accident, fire, flood, earthquake or acts of God.

USAL's sole responsibility to provide a remedy under this warranty shall be limited to either a refund of the purchase price of the defective product, or to repair or provide a replacement of the defective product. The refund, repair, or replacement shall constitute the limit of USAL's liability and obligation for any material defect or defect in workmanship in the painted finish. USAL reserves the right to select the remedy.

This warranty is exclusive, and USAL makes no other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. In no event shall USAL be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort, or warranty of any kind) for any indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, lost profits).