SAMPLE

5 YEAR LIMITED WARRANTY
ANODIZING

Thank you for purchasing our anodized coatings for aluminum. We are pleased to present you with Linetec’s five (5) year Limited Warranty.

The Limited Warranty period for each of these limited Warranties starts on the date of substantial completion, effective date <date>, but the effective date should not be later than 6 months from Linetec’s application date. Customer is responsible for notifying Linetec of the date of substantial completion. Should Customer fail to notify Linetec, the Effective Date, for purposes of this Limited Warranty, will be Linetec’s delivery date.

Linetec warrants that for five (5) years after the Effective Date, the anodized finish:

a) Will resist cracking, crazing, flaking, or blistering, (Any forming or welding must be done prior to finishing. Post forming or welding will void this Warranty);

b) Will not chalk in excess of ASTM D-4214 number eight (8) rating, determined by the procedure outlined in ASTM D-4214 specification test.

c) Will not change color more than five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244. It is acknowledged by Customer that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

If you believe that the anodizing performed by Linetec has failed to comply with the terms of this Limited Warranty, you must notify Linetec of the alleged failure in writing within thirty (30) days after your discovery of the alleged defect, otherwise this Warranty is void as to that claim. Upon receipt of your written notice of claim, Linetec will determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures as specifically as possible. Your cooperation and assistance will be necessary to make these determinations. Should Linetec determine, at its sole discretion, that the anodizing performed by Linetec has failed to comply with the terms of this Limited Warranty, Linetec will repair, or replace the part, at its sole discretion. If Linetec refinishes, it will use anodizing or matching paint. Linetec reserves the right to approve any contract between customer and any third party for the purpose of correcting the defective product. This Limited Warranty only applies to the part refinished, repaired, reclad, or replaced for the unexpired portion of the Warranty period.

This Limited Warranty does not apply when the failure is caused by events or circumstance beyond our control. Such intervening events or circumstances include, but are not limited to the following:

- Acts of nature;
- Fire, flood, or other casualty or physical damage;
- Government restrictions;
- Acts of aggression or terrorism by any person or entity;
- Harmful fumes or foreign substances in the environment;
- Improper storage or packaging of the part or product before installation (e.g. water damage due to condensation);
- Product failure due to improper usage and/or application;
- Failure to provide reasonable routine and documented maintenance, and/or improper maintenance, including, but not limited to, use of chemical cleaning agents not in accordance with AAMA recommendations or failure to use a systematic maintenance cleaning program in areas of high salt concentration;
- Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material;
- Standing or ponding water on the metal;
The legal remedies described in this Limited Warranty are the sole exclusive remedy of Customer. This Limited Warranty will be void if payment from Customer is not received within the period listed in customers’ contract or PO or in absence of a specific time period within a commercially reasonable time frame.

LINETEC MAKES NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Total liability for Linetec under this Limited Warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s). This Limited Warranty is extended solely to the Customer. It is nontransferable and non-assignable, and 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.

In the event of a material breach by the Customer of any of the conditions of this Limited Warranty, Linetec shall have no liability for any Product failure claims.

Failure to pay Linetec in full for original finishing services will automatically make this Limited Warranty null and void.

Linetec will not be liable for indirect, incidental or consequential damages of any kind. The Limited Warranty of any products replaced or repaired under this Limited Warranty shall be limited to the remainder of the original Warranty period. Linetec reserves the right to reasonable field access to diagnose and repair any product alleged to be defective. This Limited Warranty may not be modified by anyone and it may not be changed by provisions or statements in any documents, included but not limited to your purchase order forms or our acceptance forms, unless such changes are made in writing and signed by the president or a vice president of Linetec.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or Non-Linetec General Conditions or documents.

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: Linetec, Attn: President, 7500 Stewart Avenue, Wausau, WI 54401.

By proceeding to use our products and services on your Project, you accept the terms of these Limited Warranties.

**SAMPLE**

______________________________________________                      _____________________________
Rick Marshall, President                        Date