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AL13™ Warranty



AL13™
architectural
panel system



Vol 2

Version 1

www.al13.com

patent pending





AL13[™]
WARRANTY

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AL13™ Warranty

Product Warranty

AL13™ - 15 YEAR LIMITED PRODUCT WARRANTY, when properly installed and maintained according to the published application. Product is warranted for a period of fifteen years from the date of installation from physical defects. Registration of the product is required for the warranty to be in effect. This warranty is valid for the original purchaser and one other owner of the structure where the product(s) have been installed. This warranty provides the following coverage:

- a delamination, splitting or cracking of the product, sustained excessive deformation of the product under normal conditions of use and
- b to be free of any buckling of the product itself that is not associated with the substrate and/or structure to which the AL13™ system is attached.

For the purpose of this warranty, buckling shall be defined as warping of the product(s) exceeding one eighth of an inch out of plane per linear foot. If AL13™, after inspection and verification, determines that the product failed under the terms of this limited warranty, the sole and exclusive remedy follows: within a reasonable amount of time after the inspection, repair or replace (at AL13™'s discretion) the defective portion of the product, or may refund the owner for the product(s) affected area, and a reasonable cost of installation. During the warranty period following installation, AL13™ will compensate the Owner for correcting the affected area(s) (limited to no more than the original cost of installation) until the end of the limited warranty period for the affected area(s).

Finish Warranty

AL13™ - 25 YEAR LIMITED FINISH WARRANTY, AL13™ hereby warrants that all finishes on the coated aluminum for 25 years from the date of purchase will not under normal atmospheric conditions.

- a Peel, check or crack except for such slight crazing or cracking as may occur on certain areas of the panel; or
- b 1 Chalk in excess of a numerical rating of 8 measured in accordance with the standard procedures as outlined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paint" - ASTM D4214-89; or
- 2 Fade or change in color in excess of 5 color difference units, using ASTM D2244-89 measured on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces. It being understood that fading or color changes may not be uniform if the surface is not evenly exposed to the sun and elements; and that gloss (60° incident angle) loss will not exceed 40% when measured on exposed painted surfaces which have been cleaned of external deposits and the corresponding values measured on unexposed original painted surfaces. The gloss shall be measured using standard procedures as defined by "Standard Test Method for Specular Gloss" - ASTM D523-89.



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Finish Warranty Conditions

The AL13™ finish warranty is subject to the following conditions:

- a Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salt or other corrosive elements, including areas within 305 meters (1000 feet) of a body of salt water. AL13™ recommends a fresh water cleaning/maintenance program be in effect to prevent corrosion from accumulated deposits.
- b The warranty will not apply to any coated surface, which is not on the exterior surface of a building.
- c The warranty will not extend or cover:
 - 1 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;
 - 2 Water damage due to condensation caused by improper packaging of the coated metal prior to installation;
 - 3 Damages to the coated metal caused by handling, shipping, processing and/or installation; or
 - 4 Damages to the coated metal caused by scratching or abrading after installation; or
 - 5 Damages to the coated metal as a result of standing water in horizontal installations;
- d The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond AL13™'s control.
- e Customer shall maintain adequate records to establish identification of the coated material and dates of the installation of the coated metal. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein. (f) AL13™ exclusive liability under this warranty, or otherwise, will be limited to refinishing, repairing or replacing - at AL13™'s sole option - the defective coated metal. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by AL13™. Color variance between replacement or repainted product and original shall not be indicative of a defect.

* For warranty registration please visit:
www.al13.com/warranty



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Limitations and Disclaimer

THE LIMITED WARRANTIES ARE SUBJECT TO THE FOLLOWING GENERAL PROVISIONS AND LIMITATIONS. The limited warranties are effective only if there is proper storage, handling, installation and maintenance of the product in strict accordance with the instructions. Claims must be made in writing to AL13™ within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair or replacement work. The claimant must provide proof that he or she is a covered person. Claims can be made by writing to AL13™ at the Product Performance Department. After receiving such notice, AL13™ must be given a reasonable opportunity to inspect and verify the claim. AL13™ shall have no liability for defects or damage resulting from:

- a misuse or abuse,
- b improper installation, including, but not limited to, inadequate protection against all external damage,
- c performance of coating other than those covered by the limited warranties,
- d contact with harmful chemicals, fumes, or vapors,
- e settlement, shrinkage or distortion of the structure, or
- f fire, wind, flood, lightning, acts of God or other causes beyond the control of AL13™.

AL13™ shall have no liability for the cost of removing affected products.

Disclaimer of Implied Warranties & Limitation of Remedies

THE LIMITED WARRANTIES STATE THE ENTIRE LIABILITY OF AL13™ WITH RESPECT TO THE PRODUCTS COVERED BY THEM. AL13™ SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES. NO PERSON IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY ON BEHALF OF AL13™ EXCEPT AS EXPRESSLY SET FORTH ABOVE, AND ANY SUCH STATEMENT SHALL NOT BE BINDING ON AL13™. EXCEPT AS EXPRESSLY SET FORTH ABOVE, AL13™ MAKES NO WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WARRANTIES SHALL BE THE DURATION OF THE LIMITED WARRANTY OR SUCH SHORTER DURATION AS PROVIDED UNDER APPLICABLE LOCAL LAW. THESE LIMITED WARRANTIES GIVE YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM AREA TO AREA.

All questions concerning the meaning or applicability of this limited warranty are to be decided under the laws of the Province of Alberta without reference to its choice-of-law rules. Any claims, demands or causes of action for defects or representations of any nature or damages arising from such defects or representations shall be subject to the exclusive jurisdiction of the province and/or provincial courts located in Calgary Alberta Canada.

