

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP CODE: \_\_\_\_\_

COMMENCEMENT DATE OF WARRANTY: (Date is Required) \_\_\_\_\_

LUMABUILT hereby warrants to the Customer that the LUMAPLATE line of products (COLOR) supplied by LUMABUILT to the Customer pursuant to the order placed by Customer and accepted by LUMABUILT are, at the time of shipment, free from manufacturing defects.

When soffits and siding are applied according to the LUMAPLATE Installation instructions and properly maintained, such product is guaranteed against the following:

**A. Aluminum Materials and workmanship, within the warranty period of Fifty (50) years.**

1. Buckling: The product itself will be free of any buckling that is not associated with the substrate and/or structure to which the LUMAPLATE system is attached. Buckling shall be defined as warping of the product(s) exceeding one sixteenth of an inch out of plane per linear foot, for the purpose of this warranty.

2. Rusting and Corrosion: When applied according to LUMABUILT instructions and properly maintained per LUMABUILT guidelines, Alumaboard products are guaranteed against rusting and corrosion, subject to the limitations set out in section C.

3. LUMABUILT Responsibility: If, within the Limited Warranty Period, the Product(s) are defective in material or workmanship, LUMABUILT will, at its sole discretion; either repair or replace the defective portion of the Product(s), or, during the first 1st through the 50th year, LUMABUILT will reimburse the Covered Party for the original retail cost of the defective portion of the Alumaboard Product(s). Upon the 51st year, from original retail sales date, this Limited Warranty will expire and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to LUMABUILT's reasonable satisfaction, the cost value shall be determined by LUMABUILT at its sole and reasonable discretion. LUMABUILT's reimbursement or replacement, of the defective Product(s) covered by this Limited Warranty, are the exclusive remedy for the Covered Party with regards to any defect in materials or workmanship only. LUMABUILT WILL NOT REFUND OR PAY ANY ASSOCIATED COSTS, CHARGES, OR FEES WITH REGARDS TO DELIVERY COST, INSTALLATION LABOR, OR ACCESSORY MATERIALS.

**B. Paint Finishes, within the warranty period of Fifteen (15) years.**

1. Checking and Cracking: There will be no clearly visible checking or cracking of the Painted Finish on the Product(s) installed on the building.

2. Chalking Resistance: There will be no chalking of the Painted Finish on the Product(s), installed on the building, in excess of that represented by the "No.8 rating" based on ASTM D4214.

3. Color Retention: There will be no color change of the Painted Finish on the building greater than 5 CIE Lab AE units calculated in accordance with ASTM 2244; Section 6.3. Color changes shall be measured on the exposed painted surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original retained batch Product(s) (Product(s) are stored in the dark at temperatures below 30° C).

4. Gloss Retention: The coated surface will exhibit gloss retention to a minimum of 30% from the original gloss. Gloss retention shall be measured on the exposed painted surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the original retained batch Product(s) (Product(s) are stored in the dark at temperatures below 30° C).

5. Paint Adhesion: Adhesion of Painted Finish when initially applied to test panels and measured by reference to AAMA 2604-02; Clause 7.4.2 will show no evidence of film removal.

**C. Warranty Terms and Conditions.**

1. Registration of the purchased Product(s) is required for this warranty to be in effect. This warranty is valid to the

original purchaser and one owner, of the structure, where the Product(s) have been installed..

2. "Normal atmospheric conditions" excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes, salts, or other corrosive elements, including areas within proximity of a body of salt water. LUMABUILT recommends fresh water cleaning and maintenance program(s) be in effect to prevent corrosion from accumulated deposits.

3. The warranty will not extend or cover:

- a. Damages to the coated metal caused by handling, shipping, processing and/or installation; or
- b. Damages to the coated metal caused by scratching or abrading after installation; or
- c. 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 LUMABUILT's control.

e. Customer shall make available to LUMABUILT the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the annual cleaning requirements as stated in the "Required Maintenance" section of this warranty. Customers that demonstrate the failure of the coated metal was due to a breach of the warranty stated herein.

f. Claims must be made in writing to LUMABUILT within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims must be made by writing and can be sent to the customer service department at LUMABUILT. After receiving such notice, LUMABUILT must be given a reasonable opportunity to inspect and verify the claim.

g. LUMABUILT's exclusive liabilities, under this warranty, or otherwise, will be limited to refinishing and/or repairing, at LUMABUILT's sole discretion, the defective powder coating. 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 LUMABUILT. Color variance between refinished and/or repainted product and original shall not be indicative of a defect.

6. This warranty represents the entire agreement between all parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of LUMABUILT with respect to the Product(s) covered by them. LUMABUILT shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of LUMABUILT except as expressly set forth above, and any such statement shall not be binding on LUMABUILT except as expressly set forth above. LUMABUILT 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 this 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 region to region and state by state.

7. NOTHING WITHIN THIS WARRANTY SHALL BE CONSTRUED AS A WARRANTY OF THE WORKMANSHIP OF ANY INSTALLER OR AS IMPOSING ON LUMABUILT ANY LIABILITY FOR UNSATISFACTORY PERFORMANCE CAUSED BY FAULTY WORKMANSHIP BEFORE, DURING, OR AFTER INSTALLATION.

8. It is agreed, by all parties involved, that all claims and disputes relating to this agreement, which cannot be settled through negotiation, will try in good faith to first settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration and that such binding arbitration will be the sole and final remedial action.

**D. Required Maintenance.**

On a semi-annual basis, use a soft sponge or cloth with water and mild detergent or a non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grime and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended and may void this warranty. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and observed general condition of the powder coated finish.

All notice given under or pursuant to this warranty shall be in writing in English and sent by Registered or Certified Mail, postage prepaid, return receipt requested to:

<b>Seller:</b>	
LUMABUILT 2529 West Jackson Street Phoenix, Arizona 85009	
LUMABUILT Representative Signature _____	
Printed Name _____	Date _____
<b>Customer:</b>	
_____	
_____	
Customer Signature _____	
Printed Name _____	Date _____

*LUMABUILT use only*

Warranty Number _____	Warranty Exp Date _____
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Approved Continuing Education

