Lumabuilt FABRICATED ACM SYSTEMS

VISAGE ACM PANEL WARRANTY

OWNER NAME: _____

PROJECT NAME: _____

PROJECT ADDRESS: _____

PROJECT CITY: _____ **PROJECT STATE:** _____ **PROJECT ZIP:** _____

WARRANTY COMMENCEMENT DATE: _____

SAMPLE

LUMABUILT hereby warrants to the Customer that the Metal Composite Panels of 4MM FR ( ) to be supplied by LUMABUILT to Customer pursuant to the order placed by Customer and accepted by LUMABUILT are, at the time of shipment, free from defects which would cause said panels to delaminate to the extent that unevenness of the surface of said panels is visually recognizable by a normal person. This warranty is not applicable to defects of any other sorts or deterioration resulting after shipment caused by any reasons including, and without limitation, corrosive or aggressive atmospheres, depreciation, wear and tear, building subsidence, acts of God, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner occupant to do normal maintenance. It does not cover normal weathering of any exposed core material at a cut edge or perforation due to UV exposure or panels within 1500 feet of seaside.

LUMABUILT agrees to repair or replace, at its sole cost and discretion, any metal composite panels of such defects as shall have been proven by customer to the satisfaction of LUMABUILT not to be in compliance with the aforesaid warranty. The above obligation of LUMABUILT is expressly conditioned upon (I) receipt by LUMABUILT of notification in writing from the Customer of any claimed non-compliance with the warranty pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within ten (10) years after the date of each shipment; (II) full compliance by Customer with instructions given by LUMABUILT whether in written or oral form, and normal practices of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining such metal and composite panels ("Instruction and Practice"); and (III) provision by Customer to its employees, contractors, and customers with relevant parts of "Instruction and Practice". Customer's failure to satisfy any of the above three conditions shall be construed as the waiver by Customer of any right it may have to enforce this warranty.

No warranty, expressed or implied, other than specifically set forth above is given or to be implied with respect to any material furnished by LUMABUILT. LUMABUILT expressly disclaims all other expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose.

THIS WARRANTY AND REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED INCLUDING ANY WARRANTY MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL LUMABUILT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF PROFITS) SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF OR IN CONNECTION WITH ANY REACH OF THIS WARRANTY BY LUMABUILT EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFULNESS OF LUMABUILT.

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: **LUMABUILT 2529 West Jackson Street, Phoenix, AZ 85009**

SELLER
Lumabuilt
2529 West Jackson Street | Phoenix, Arizona 85009

_____
LUMABUILT REPRESENTATIVE SIGNATURE

_____ _____
PRINTED NAME DATE

CUSTOMER

_____
CUSTOMER SIGNATURE

_____ _____
PRINTED NAME DATE

LUMABUILT USE ONLY

_____
WARRANTY NUMBER

_____
WARRANTY EXPIRATION DATE

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