



**LIMITED PRODUCT WARRANTY AND REMEDIES WITH PAINT FINISH**

**Customer:**  
**Job:**  
**Address:**

**Date:**  
**Product:**

**LIMITED PRODUCT WARRANTY**

Subject to the limitations and conditions set forth herein, for a period (“Product Warranty Period”) of two (2) years following the earlier of: (i) the date of substantial completion of the Job identified herein, with substantial completion meaning the date the work of the Job has been completed to the point that such work can be used for its intended purpose (“Substantial Completion Date”); or (ii) six months following the date of shipment of the Product from Arcadia Inc.’s factory (“Shipment Date”), Arcadia, Inc. warrants to the Customer named herein (“Original Purchaser”) that, for each product delivered for the Job identified herein (“Product”), the Product shall be free from defects in materials and workmanship that materially affect performance and functionality.

**LIMITED FINISH WARRANTY**

Subject to the limitations and conditions set forth herein, for a period (“Finish Warranty Period”) of two (2) years following the earlier of: (i) the Substantial Completion Date, or (ii) six months following the Shipment Date, Arcadia, Inc. warrants to the Original Purchaser that the paint finish on the Product shall perform as follows under normal atmospheric conditions when utilized on exterior architectural building components during the Finish Warranty Period.

- (1) There will be no visible peeling, cracking, flaking or blistering.
- (2) There will be no chalking in excess of a numerical eight (8) rating, determined by the procedure outlines in ASTM D-4214 specification test.
- (3) There will be no significant visible fading or change in color in excess of five (5) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) in accordance with ASTM method D-2244. Color change shall be measured on exposed surfaces which have been cleaned of external deposits and chalk with a clean water and a soft cloth and corresponding values measured on the original retained panel or unexposed paint surface provided. It is understood that fading or color change may not be uniform if the surfaces are not equally exposed to the sun and surrounding elements and such non-uniformity shall not be non-compliance with the Warranty.

**LIMITATIONS AND CONDITIONS OF WARRANTY**

1. Each Warranty is valid for the Original Purchaser only, and only after the Original Purchaser has signed the Acceptance of Warranty below and has paid all invoices for the total purchase price for the Product in full. Neither Warranty is transferable nor assignable, in whole or in part, to any other person or entity. Any attempted transfer or assignment of either Warranty or any claim, representation or implication by the Original Purchaser or any agent or representative of the Original Purchaser that either Warranty extends to, can be



assigned to, or is otherwise available to any person or entity other than the Original Purchaser, will void both Warranties in their entirety and release Arcadia, Inc. from all obligations hereunder.

2. Each Warranty applies only to Product delivered for use in the continental United States of America unless expressly stated otherwise.

3. Each Warranty applies only if the Product is installed in accordance with Arcadia, Inc. recommended care and maintenance instructions delivered to the Original Purchaser with the Warranty, and with the specific installation instructions regarding prevention of corrosion set forth below.

(a) Galvanic Corrosion: Whenever dissimilar metals are in contact or close proximity with each other there is a potential for a chemical reaction that causes corrosion. The potential is increased in the presence of an electrolyte such as moisture, and especially salt water. To decrease this potential, Arcadia, Inc. recommends the following. (i) During installation, separate dissimilar metal by placing inert materials between them. (ii) Strictly follow the cleaning and maintenance instructions described in Section 4 below and particularly, whenever finished areas are exposed to moisture, dry those areas as quickly as possible. (iii) If the builder or architect design requires the joinder of dissimilar metals, use one material that is weaker than the other metals to act as an anode to draw the electrons that cause corrosion to it and away from the other materials, and always consult with your builder or architect to make sure appropriate joinder materials are used.

(b) Caustic Corrosion: During installation the Product must be protected from chemicals that might damage exposed aluminum, hardware or the finish. The most common contaminant is stucco run-off and concrete splashing. Exposed aluminum is especially susceptible to construction site chemical contamination. To minimize damage from such contamination, if the Product is exposed to such chemicals during the Job construction, clean all contaminated areas immediately, and in all events, all Products must be thoroughly cleaned immediately after installation and at Substantial Completion.

Any deviation from Arcadia Inc.'s recommended installation instructions, including the instructions in (a) and (b) above, immediately voids both Warranties in their entirety and releases Arcadia, Inc. from all obligations hereunder and all liability with respect to the Product. In no event shall Arcadia, Inc. have any liability to, or for costs incurred by the Original Purchaser to, repair, replace or re-install any product that has not been properly installed as a result of any deviation from Arcadia Inc.'s recommended installation instructions, including the instructions in (a) and (b) above.

4. This Warranty applies only if the Product is cleaned and maintained in accordance with Arcadia, Inc. recommended care and maintenance instructions delivered to the Original Purchaser with the Warranty and with the AAMA 609 and 610 Cleaning and Maintenance Guide for Architecturally Finished Aluminum, and only if the Original Purchaser has signed an acknowledgment of receipt and review of a copy of each of Arcadia, Inc.'s cleaning and maintenance instructions and such Guide. Specifically, but without limitation, in areas of high salt concentration, such as adjacent to the seashore, a systematic maintenance program must be instituted to clean the paint surface periodically to prevent the accumulation of concentrated salt deposits. In no event shall Arcadia, Inc. have any liability to, or for costs incurred by the Original Purchaser to, repair, replace, re-install or re-paint any product that has not been cleaned or maintained as required herein.

5. The Warranties do not apply to any defect or failure of the Product to perform as warranted when such defect or failure is caused, in whole or in part, by any handling by the Original Purchaser that is contrary to



customary industry practice or otherwise improper, including but not limited to, with respect to transportation, storage, erection, fabrication or placement.

6. The Warranties do not apply to, and Arcadia, Inc. hereby disclaims all liability for, the use or installation with the Product of any operating hardware, other parts or components, gaskets, glass, glazing materials or other finishes or sealants of other manufacturers, and Arcadia, Inc. shall have no responsibility nor liability for any such products nor any failure in the performance of the Product attributable in whole or in part to such items or their use or installation with the Product.

7. The Warranties do not apply to, and Arcadia, Inc. hereby disclaims all liability for, the selection of the Product for any particular project or design configuration, and Arcadia, Inc. expressly disclaims any warranty or representation that the Product will perform for any particular project or design configuration; that determination is the sole responsibility of the Original Purchaser to make. Further, the Original Purchaser acknowledges that laws and building and safety codes governing the design and use window and curtain wall products vary widely, and Arcadia, Inc. expressly disclaims any warranty or representation that the use of the Product in any particular project or design configuration will comply with laws and federal, state or local building and safety codes governing such project or design configuration; again, that determination is the sole responsibility of the Original Purchaser to make.

8. The Warranties, and specifically the Limited Finish Warranty, only apply to paint finishes that are exposed to normal weather conditions, and do not apply to: (i) paint finishes exposed to corrosive atmospheric conditions such as those contaminated with chemical fumes, salt spray or mist, acid rain or temperatures which cause the paint surface temperature to exceed 200 degrees Fahrenheit; (ii) galvanic or caustic corrosion; or (iii) any paint finish degradation or damage caused by exposure to chemicals such as acids or alkalis, or by moisture, condensation or other contamination resulting from improper packaging, handling, processing, storage, installation or exposure to staining water.

9. The Warranties do not apply to, and Arcadia, Inc. hereby disclaims all liability for, any Product which becomes defective due, in whole or in part, to falling objects, building or foundation settlement or other movement, accident, fire or other casualty, explosion, riot or other civil disturbance, flood, earthquake or earth movement or other acts of God, acts of war, vandalism, or any other occurrence beyond the control of Arcadia Inc., or depreciation or normal wear.

### **WARRANTY CLAIMS**

Each Warranty applies only to defects or failures in performance first appearing within the Product Warranty Period or the Finish Warranty Period, as applicable, and only if Arcadia, Inc. is notified in writing within sixty (60) days after the Original Purchaser first knows, or with the exercise of reasonable prudence should know, that such alleged defect or failure exists.

The Original Purchaser is responsible to maintain adequate records to: (i) establish the dates of receipt and installation of the Product, and the date the Original Purchaser first had knowledge of any defect or failure regarding such Product or its finish, for which any claim under either Warranty is made; and (ii) demonstrate that the defect or condition allegedly covered by the applicable Warranty was due to breach of such Warranty as provided herein and was not due to other causes, including causes excluded under the limitations and conditions herein. Arcadia, Inc. shall have no liability for any claims under either Warranty for which the Original Purchaser does not establish, to Arcadia Inc.'s reasonable satisfaction, any of the foregoing.



Arcadia, Inc. shall be given a reasonable opportunity to inspect the Product alleged to not be in conformity with a Warranty and Arcadia, Inc. shall have no liability under this Warranty unless and until it is given such opportunity and, within a reasonable time following notice of the defect or non-conformance, Arcadia, Inc. has performed such inspection. All decisions regarding the existence of defects in material or workmanship or any failure of warranted conditions, and whether such defects or failures were the result, in whole or in part, of causes excluded under the limitations and conditions herein, shall be made by Arcadia, Inc. in its reasonable judgement and shall be final and binding upon the Original Purchaser.

### **LIMITED LIABILITY**

In the event that, following a Warranty claim timely delivered by the Original Purchaser, a Product or paint finish warranted herein is determined to not be in compliance with the applicable Warranty, Arcadia, Inc. shall have the right to elect one of the following as the Original Purchaser's sole and exclusive remedy for any breach of warranty or other claim that the Original Purchaser has or may have as a result of such defective Product or non-conforming paint finish:

(a) To repair or replace the defective Product, or repaint the non-conforming paint finish. If Arcadia, Inc. elects to exercise such right of repair, replacement or repainting, Arcadia, Inc. shall: (i) have the right to select a contractor and negotiate a contract, or to approve a contractor selected by and/or a contract negotiated by the Original Purchaser, to perform any repair or repainting work, at a price also negotiated or approved by Arcadia, Inc.; and (ii) cause such repair, replacement or repainting to be completed in a commercially reasonable time. In the event Arcadia, Inc. repairs, replaces or repaints any Product, the applicable Warranty shall remain in effect for such repaired, replaced or repainted Product only for the remainder of the Warranty Period applicable to the original Product or its finish.

(b) To refund to the Original Purchaser the monies paid by the Original Purchase for the Product for which the Warranty claim is made, or if the Original Purchaser's claimed losses resulting from the defective product or non-conforming finish are less than full monies paid for the Product, Arcadia, Inc. may refund a portion of such payment equal to the Original Purchaser's claimed losses.

The remedy selected by Arcadia, Inc. shall be the sole and exclusive remedy under each Warranty or for any other claim arising from or in any way relating to defects in or any other condition or use of the Product or its finish covered by the Warranties, however caused, and regardless of whether any such claim is based upon warranty, contract, negligence, including negligence in manufacturing or design, strict liability or any other theory, the remedy for such claim is limited to repair, replacement or refinishing of such Product or repayment by Arcadia, Inc. of all or part of the monies paid to it for the Product, each as provided herein.

**IN NO EVENT SHALL ARCADIA, INC. BE LIABLE FOR SPECIAL, PUNITIVE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR REVENUES, LOSS OF GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY, WHETHER OR NOT ARCADIA, INC. HAS BEEN ADVISED OF OR IS OTHERWISE ON NOTICE OF THE POTENTIAL FOR SUCH DAMAGES. BY ITS SIGNATURE ON THE ACCEPTANCE OF WARRANTY BELOW, THE ORIGINAL PURCHASER HEREBY WAIVES ANY RIGHT TO SEEK OR RECOVER ANY SUCH DAMAGES AND AGREES THAT ITS REMEDIES FOR ANY BREACH OF EITHER WARRANTY OR FOR ANY DEFECTS IN OR FAILURES IN PERFORMANCE OF THE PRODUCT OR ITS FINISH SHALL BE SOLELY AND EXCLUSIVELY AS SET FORTH IN SUBPARTS (a) AND (b) ABOVE.**



The Warranties are the only warranties made in connection with the sale and distribution of the Product and its finish. Arcadia, Inc. makes no representations nor warranties whatsoever, either express, implied or statutory, relating to the Product or its finish except as expressly set forth herein, and Arcadia, Inc. hereby expressly disclaims all such representations and warranties, including but not limited to any implied warranty of merchantability or fitness for a particular use or purpose of the Product or its finish. By its signature on the Acceptance of Warranty below, the Original Purchaser hereby acknowledges the foregoing disclaimer, and further acknowledges and agrees that, except as expressly set forth herein, neither Arcadia, Inc. nor anyone acting for or on behalf of Arcadia, Inc. has made any representation or warranty, either express, implied or statutory, with respect to the Product or its finish, except as expressly set forth herein, and the Original Purchaser hereby waives all such representations and warranties.

In the event of any dispute, claim or disagreement (collectively, "*Claims*") arising under either Warranty, Purchaser and Arcadia will mediate such Claims before commencing any judicial proceeding with respect thereto. The mediation shall be conducted in Los Angeles County, California, at a time and place and with a mediator selected by mutual agreement of the parties. The mediation fee, if any, shall be divided equally between the parties involved. Before the mediation begins, the parties involved shall sign a document limiting the admissibility in any other mediation, arbitration or any other judicial proceeding of anything said, any admission made and any documents prepared in the course of the mediation consistent with California Evidence Code Section 1152.5. Notwithstanding anything in this Paragraph to the contrary, the following Claims are excluded from the requirement of mediation: (a) the filing or enforcement of a mechanic's lien; (b) any matter which is within the jurisdiction of a probate court; or (c) an action filed to enable the recording of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies.

TO THE FULLEST EXTENT NOT PROHIBITED BY LAW, BY ARCADIA, INC.'S DELIVERY AND THE ORIGINAL PURCHASER'S ACCEPTANCE OF THIS WARRANTY, EACH PARTY WAIVES ITS RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS WARRANTY OR ANY DEFECT OR NON-COMPLIANCE WITH THIS WARRANTY OF THE PRODUCT OR ITS FINISH.

Each Warranty, its validity, construction, interpretation, enforcement and the rights of the parties hereto shall be determined under, governed by and construed in accordance with the laws of the State of California, without regard to principles of conflicts of law. By signing the Acceptance of Warranty below, the Original Purchaser agrees that all actions or proceedings arising in connection with this Warranty or in any way related to the Product or its finish shall be litigated in courts, mediated, or arbitrated if the parties agree to such procedure, exclusively in the County of Los Angeles, State of California.

In the event that any provision of this document conflicts with applicable law, such conflict shall not affect other provisions of hereof that can be given effect without the conflicting provisions, and to this end the provisions of this document are severable.

To be valid, each Warranty must be signed by an officer of Arcadia, Inc.; no employee, representative or dealer of Arcadia, Inc., or other person other than an officer of Arcadia, Inc. is authorized: (i) to make any warranty, representation or promise with respect to the Product or its finish other than as provided herein and signed by an officer of Arcadia, Inc.; or (ii) to alter, add to or otherwise modify the terms or provisions of either Warranty unless such modification is approved and signed by an officer of Arcadia, Inc. No warranty, representation, promise, term or condition other than those stated herein shall be binding on Arcadia, Inc. unless made in writing and signed by an officer of Arcadia, Inc. Any modification of this document not signed



by an officer of Arcadia, Inc. shall void both Warranties in their entirety, and Arcadia, Inc. shall have no further liability hereunder.

**ACCEPTANCE OF WARRANTY BY ORIGINAL PURCHASER**

By its signature below, the undersigned confirms to Arcadia, Inc. that an authorized representative of the undersigned has read and understands, and that the undersigned knowingly accepts, the terms, limitations and conditions of each Warranty, and the undersigned acknowledges and agrees that the terms, limitations and conditions of each Warranty are reflected in the purchase price paid for the Product with its finish, are an essential part of the basis for the bargain between the parties with respect to the sale and purchase of the Product with its finish, and that Arcadia, Inc. would not have given an express written warranty of its Product or its finish nor entered into this sale to the Original Purchaser but for such terms, limitations and conditions of this Warranty.

DATED: \_\_\_\_\_

ORIGINAL PURCHASER:

**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
By **SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
By **SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**

Signature: \_\_\_\_\_ Dated: \_\_\_\_\_

**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
Escrow Fee is Approved by **SAMPLE SAMPLE SAMPLE**  
**SAMPLE SAMPLE SAMPLE SAMPLE SAMPLE**  
Signature: \_\_\_\_\_ Dated: \_\_\_\_\_