

LIMITED WARRANTY

ProGrade Aluminum Systems Corp. warrants its aluminum systems and products for period of up to five (5) years from the date of material purchase or final installation (needs project sign off certification from certified installer), against defective materials, system design or workmanship (for fabricated products), including substantial non-compliance with applicable specifications requirements and industry standards, which result in premature failure of the products, finish or parts. Any installation warranty applies only to projects where all work has been completed by a certified installer and the project has been registered and signed off as required by the warranty guidelines. Length of warranty is determined specifically for each project and is stated on Installation Warranty Certificate.

1. This Product Limited Warranty covers only products and components supplied by ProGrade Aluminum Systems Corp. This Product Limited Warranty applies only if ProGrade Aluminum Systems Corp. is notified in writing within sixty (60) days after discovery of the defect(s) or the time at which defect(s) should have been discovered through reasonable diligence.

2. This Product Limited Warranty is valid only for products supplied by ProGrade Aluminum Systems Corp. and void if products are installed using materials and techniques other than approved by manufacturer.

3. In the event that ProGrade Aluminum Systems Corp. products or components are determined by ProGrade Aluminum Systems Corp. to be defective, ProGrade Aluminum Systems Corp. will repair or provide replacement, at our option, without charge. Labor or equipment, to remove and/or replace material or components determined by ProGrade Aluminum Systems Corp. to be defective, is included. In lieu of replacement ProGrade Aluminum Systems Corp. reserves the right to refund the purchase price of material or components determined by ProGrade Aluminum Systems Corp. to be defective. ProGrade Aluminum Systems Corp. will not be held liable for any work performed, or materials supplied by others, including but not limited to: architectural or engineering fees, consulting fees, back charges, remedial labor costs, or other direct or indirect costs, without ProGrade Aluminum Systems Corp. prior written authorization. If the project is warrantied for labor and materials, ProGrade Aluminum Systems Corp. will hire a certified installer (same as original installer or different) to correct the problem at no cost to the final customer.

4. Corrosion of any product or component caused by atmospheric or chemicals, including but not limited to salt air, acid rain, alkaline or acid cleaning solutions, hydrocarbons, solvents, or other extreme condition(s) is not covered. Repair thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA technical Bulletin 91-1.

5. This Product Limited Warranty covers factory-applied organic and anodic finishes on exposed extruded aluminum surfaces without standing water accumulation, against peeling, checking, cracking, chalking and change of color, per applicable AAMA specification 2603, 2604, 2605 or 611 in effects as of the date ProGrade Aluminum Systems Corp. order acknowledgement. All claims regarding finish quality are to be directed to ProGrade Aluminum Systems Corp.

6. This Product Limited Warranty does not apply to, and ProGrade Aluminum Systems Corp. expressly assumes no responsibility for, circumstances outside of ProGrade Aluminum Systems Corp.'s control, including but not limited to the following: glass breakage; product failure due to improper usage, handling, loading, unloading or storage; incompatibility with other glazing or installation materials; improper building design, specifications or construction; excessive, localized or asymmetrical building movements; failure to provide routine, documented and reasonable maintenance and inspection; noise; scratches or abrasions to the product;

condensation or frost on any surface; visual obstruction or distortion not visible on dry glass; abnormal environmental conditions; damage caused by water entry from sources other than ProGrade Aluminum Systems Corp. materials; any damage, whether to property or person, caused by or attributable to mold, mildew, fungi or other toxins, regardless of cause; fire, earthquake, flood or other acts of nature; physical damage or other casualty; field fabrication, finishing or forming; damaged caused by any chemicals used on or around the product; damage attributable to building maintenance equipment; falling objects, ice, snow, or debris build-up, or resulting damage; government restrictions; terrorism or other acts of aggression.

7. PROGRADE ALUMINUM SYSTEMS CORP. WILL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES NOT STATED IN THIS LIMITED WARRANTY. For any products repaired by ProGrade Aluminum Systems Corp. or replaced/reinstalled, this Limited Warranty will be limited to the remainder of the original warranty period. ProGrade Aluminum Systems Corp. reserves the right to inspect, diagnose or repair any product alleged to be defective, to substitute similar replacement components for those no longer readily available or subject to extended lead times; and to charge a service fee if no defects are discovered. Determination by ProGrade Aluminum Systems Corp. that certain materials or components are defective does not imply an obligation to inspect all other materials/installation on the project. Any inspection, diagnosis, or repair activities by ProGrade Aluminum Systems Corp. on site do not constitute acceptance or endorsement of the installation, nor extend or broaden ProGrade Aluminum Systems Corp's liabilities under the terms of this limited Warranty.

8. The purchaser's exclusive remedy is limited to the legal remedies described in this limited Warranty. No employee, representative, agent, or distributor of ProGrade Aluminum Systems Corp., other than President of ProGrade Aluminum Systems Corp., is authorized to modify this limited warranty. In no event will ProGrade Aluminum Systems Corp's aggregate liability under this warranty will exceed the original purchaser's payment to ProGrade Aluminum Systems Corp. In no event will any other warranty terms apply to the sale of ProGrade Aluminum Systems Corp. products, including but not limited to, the projects specifications, general conditions, and/or other bid or contract documents.

9. Any waiver by ProGrade Aluminum Systems Corp. of any of the terms of this Limited Warranty for any project shall not be construed as a waiver of any other terms of this Limited Warranty, or terms of sale related to this, or any other project. If any provision of this Limited Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.

10. Any warranty related questions, comments and/or claims should be directed to ProGrade Aluminum Systems Corp.,
1330 Livingston Ave
North Brunswick, NJ 08902,
Phone: 732-279-4100,
service@progradeonline.com,
www.progradeonline.com.