

## LORIN ANODIZED SURFACE LIMITED WARRANTY

**Customer Name:**

**Warranted Product:**

**Building Location:**

**Warranty Issuance Date:**

**Date of Installation Completion:**

**Base Limited Warranty Coverage.** Lorin Industries, Inc. ("Lorin") warrants to the above original customer ("Customer") that the anodized surface of Lorin's Products (the "Anodizing" of the "Products"), which unlike applied coatings is bonded to the substrate on a molecular level (meaning it will never lose adhesion), will not peel, crack, split or chip for ONE (1) YEAR from the date of shipment by Lorin (Lorin's "Base Limited Warranty"), subject to the requirements, exclusions, terms and conditions below. Additional Lorin limited warranty coverage may also be applicable as set forth below.

**Product Registration.** To receive coverage under this Base Limited Warranty, the proposed application of the Anodized Products must be pre-approved by Lorin, and Lorin's warranty registration request must be completed through Lorin's on-line registration process (<https://www.lorin.com/>) prior to the shipment of the Products. Lorin reserves the right to impose additional conditions and requirements on this Base Limited Warranty coverage in connection with any order of Anodized Products. Limited Warranty coverage is not applicable and in effect until and unless approved and issued by Lorin in writing, and is void if the product registration procedures are not strictly followed.

**Extended and Additional Limited Warranty Coverage.** This Base Limited Warranty applies only to Lorin's anodizing of Products. Limited warranty coverage against metallurgical defects also applies to aluminum purchased from Lorin as a part of the Products. **ANY LIMITED WARRANTY COVERAGE UNDER THIS BASE LIMITED WARRANTY IS EXTENDED ONLY TO THE ABOVE-CUSTOMER AND PRODUCT (at the specified location).** Within one (1) year period after shipment of the Product, Customer may apply for (following Lorin's application procedures, and subject to Lorin's approval which may be granted or withheld by Lorin in its discretion): (1) Extended Anodizing Limited Warranty Coverage; and/or (2) Architectural Class I and II Limited Warranty Coverage; all of which are if/as applicable to the Products (these additional coverages beyond this Base Limited Warranty are collectively referred to as "ADDITIONAL LORIN LIMITED WARRANTY COVERAGE" Additional Lorin Limited Warranty Coverage does not apply to aluminum metallurgical defects limited warranty coverage, if applicable). **NO ADDITIONAL LORIN LIMITED WARRANTY COVERAGE(S) WILL BE IN EFFECT UNLESS ACCEPTED AND APPROVED BY LORIN, AND LORIN ISSUES AN ADDITIONAL LIMITED WARRANTY COVERAGE CERTIFICATE (WHICH WILL DESCRIBE ANY APPLICABLE ADDITIONAL LIMITED WARRANTY COVERAGE) FOR THE CUSTOMER AND PRODUCT.** If any Additional Limited Warranty Coverage is extended by Lorin, the terms and conditions of any applicable Additional Limited Warranty Coverage shall be as set forth in Lorin's Additional Limited Warranty Coverage Certificate issued for the Customer and Product, which shall incorporate the requirements, exclusions, terms and conditions set forth in this Base Limited Warranty, except that if the requirements, exclusions, terms and conditions of any Additional Limited Warranty Coverage differ from those set forth in this Base Limited Warranty, the terms of any Additional Limited Warranty Coverage shall govern and control the applicable warranty terms.

**Warranty Transfer.** Lorin's Limited Warranty (including Base and any applicable Additional Limited Warranty) may be transferred from the original Customer to subsequent owners of the property during the applicable limited warranty coverage period(s), provided that (1) any subsequent property owner(s) give written notice to Lorin of the transfer of the property within 30 days of the transfer, including a copy of the original Base Limited Warranty and any applicable Additional Warranty Coverage Certificates, and an acknowledgement signed by the new owner affirming and agreeing to the terms of Lorin's warranty coverage(s). This Limited Warranty is void upon any transfer if these procedures are not strictly followed.

**Limited Warranty.** Subject to the requirements and exclusions below, Lorin warrants that its Anodizing of Products will be free from defects in Lorin's manufacture and workmanship, and that any aluminum purchased from Lorin as a part of the Products will be free from metallurgical defects, subject to the limitations and exclusions set forth below. No limited warranty coverage under this Base Limited Warranty Coverage or any Additional Limited Warranty Coverage is applicable unless Lorin has received full payment for the Products. Limited Warranty coverage applies only to warranted defects which first arise during the warranty coverage period and which are reported in writing to Lorin within 30 days thereafter. Defect claims relating to the shipment of the Products must be made within 30 days after delivery (but not later than 180 days from the date of shipment). Lorin reserves the right to determine to its reasonable satisfaction whether any claimed defect is within the scope of Lorin's Limited Warranty coverage. **THIS IS THE SOLE AND EXCLUSIVE WARRANTY COVERAGE PROVIDED BY LORIN TO CUSTOMER OR WITH RESPECT TO THE ANODIZING OR PRODUCTS, AND THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. ALL IMPLIED OR STATUTORY CONDITIONS AND WARRANTIES, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE EXCLUDED AND DISCLAIMED.** Except for the coverage provided under this Base Limited Warranty and any applicable Additional Limited Warranty Coverage, Customer accepts the Products "AS IS" and with all faults. Lorin shall have no liability to Customer for breach of warranty or

conditions, negligence, strict liability or otherwise, except as set forth in this Limited Warranty or any applicable Additional Limited Warranty Coverage Certificate.

**Surface Maintenance Requirements.** Because Anodized products are porous, long-term exposure to dust, dirt and other contaminants must be minimized for the anodizing to perform as warranted. All Anodized products must be maintained after installation by conducting regular cleaning procedures using a non-abrasive, low-grit cleaning method that utilizes one of the following cleaners: Henkel SC110LF (mild acid cleaner), 10% ammonium, mineral spirits, organic cleansers, acetone, Henkel Ridoline 212 (mild alkaline cleaner), methanol, PH-neutral solvents, MEK. Such maintenance and cleaning must be performed as necessary but not less than once every year after installation for .250 mil Products, and once every other year for .425 mil (or greater) Products. Written documentation of proper maintenance must be provided to receive coverage under this Limited Warranty.

**Exclusions from Limited Warranty Coverage.** Lorin's Limited Warranty coverage does **not apply to any of the following**, all of which are excluded from coverage under this Limited Warranty:

- Products with less than .250 mils film thickness.
- Applications which are not pre-approved by Lorin.
- Coloration, discoloration, or fading.
- Damage arising out of or caused by natural conditions or occurrences such as weather, earthquakes, hailstorms, windstorms, hurricanes, and tornadoes, falling objects, animals, and changes due to the geographic location, atmospheric conditions and other local factors over which Lorin has no control.
- Damage caused by exposure to corrosive or other exposure or environmental conditions, including without limitation chemicals, fumes, high air pollution, acid rain, sea spray, metal shavings, and the like.
- Improper maintenance, including the use of corrosive or finish-damaging products or chemicals.
- Damage caused or resulting from the actions of others, such as deliberate or negligent acts, vandalism, acts of terrorism or war, mechanical damage, vehicular or pedestrian traffic, fire, or misuse or abuse.
- Damage caused by or during transportation or storage by anyone other than Lorin (including without limitation damage caused by condensation or moisture).
- Abrasion or physical impact.
- Defects in aluminum provided by the customer or procured by Lorin for the customer.
- Any damage caused by forming, bending, or manipulating the anodized aluminum or other material during fabrication of any panels, frames, or other products into which the anodized aluminum is incorporated (including without limitation crazing or cracking).
- Defects in the design, materials, assembly, construction and/or installation of any panels, frames or other materials or products into which Lorin's anodized product is incorporated.
- Defects in the design, materials, assembly, or construction of any structure or substrate, including but not limited to structural movement, structural failure, substrate failure, or internal building pressure conditions.

All specifications set forth in Lorin's quotations, order acknowledgments, or other documentation remain subject to tolerances and variations consistent with usage of trade and regular anodizing practices concerning dimension, weight, section, composition and anodizing properties; normal variations in surface; internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods.

**Remedies.** In the event any warranted Anodizing defect occurs, Lorin, in its sole discretion and at its option, will re-anodize the product or provide a pro-rata refund as set forth below, as the **sole and exclusive remedy** under this Limited Warranty and any Applicable Additional Warranty Coverage for which Lorin has issued a Certificate for such additional coverage.

<b>Years from Date of Shipment</b>	<b>Pro Rata Refund Rate</b>
0 through 3	100%
4 through 6	85%
7 through 11	65%
12 through 16	35%
17 through 20	15%
21 through 40	10%

Pro-rata refunds beyond the one year term of this Base Limited Warranty are available only if/to the extent that Additional Limited Warranty Coverage is applicable to the Products.

**Exclusion and Disclaimer of All Other Remedies and Damages.** The above "repair or pro-rata refund" remedy is the sole and exclusive remedy provided under this Base Warranty Coverage and any Applicable Additional Limited Warranty Coverage, and all claims for incidental, consequential and other damages are expressly excluded and disclaimed. Any legal claim arising under or relating to this Limited Warranty or the Products must be brought within one (1) year after any such claim first arises, and the

period for bringing any legal claim shall not be extended or tolled under any circumstances. In the event any demand or claim is brought against Lorin or a third-party based on or relating to this Limited Warranty or any applicable Additional Limited Warranty Coverage, Customer in consideration of accepting this Limited Warranty (and any applicable Additional Limited Warranty Coverage) as a term of Customer's purchase of the Products shall indemnify and hold Lorin harmless from any such demand or claim, including any liabilities, judgments, attorney's fees and expenses incurred in connection with such a demand or claim.

**Notice.** Written notice of any claimed defect must be provided to Lorin Industries, Attention: Customer Care, 1960 Roberts, Muskegon, MI 49442. The written notice shall describe the defect and provide the customer's name, address, and the address and location of the Product, as well as manufacturing, sales and inventory data to permit Lorin to trace the product from sale to use. Failure to give notice of a claimed defect shall constitute an absolute waiver of all claims under this Limited Warranty and any applicable Additional Limited Warranty. As a condition to the enforcement of any claim under this Limited Warranty or any applicable Additional Limited Warranty, Lorin must be provided access to the original Product for inspection, testing, and evaluation, and with a reasonable opportunity to re-anodize and/or remedy any defect, and Customer shall provide all required scaffolding, staging and rigging reasonable requested with respect thereto. The Product must remain unmodified for Lorin's inspection and testing. Any modification, replacement, attempted repair, self-help, or alteration of the Product, or other product into which the anodized material is incorporated, without Lorin's prior approval or before Lorin inspects or tests the Product, shall render all Lorin limited warranty coverage null and void.

**Applicable Law.** This Limited Warranty shall be governed by and interpreted according to the laws of the State of Michigan (USA), without giving effect to conflict of law principles and without regard to the United Nations Convention on Contracts for the International Sales of Goods. The sole and exclusive forum for any claim or dispute arising out of or relating to this Limited Warranty or the Product shall be the Muskegon County, Michigan Circuit Court or the United States District Court for the Western District of Michigan, and the Customer irrevocably consents that such court shall have personal jurisdiction over the Customer and waives any objection that the court is an inconvenient or improper forum.

**Modifications.** No person at Lorin other than its president, vice-president of operations, chief operating officer, and chief executive officer has the authority to modify or change the terms of this Limited Warranty, or to waive any of the provisions hereof. Any modification or change must be in writing and signed by an authorized officer of Lorin.

**Important Note.** LORIN'S LIMITED WARRANTIES (INCLUDING BASE LIMITED WARRANTY COVERAGE AND ANY ADDITIONAL LIMITED WARRANTY COVERAGE(S)) ARE ISSUED ON A PROJECT-BY-PROJECT BASIS, AND LIMITED WARRANTY COVERAGE WILL ONLY BE IN EFFECT IF PRIOR APPROVAL IN WRITING IS OBTAINED FROM LORIN FOR THE PROPOSED APPLICATION AND USE OF THE WARRANTED PRODUCTS. In addition to these limited warranty terms and conditions, Lorin's terms and conditions of sale are also applicable.

LORIN INDUSTRIES, INC.

By: \_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name

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