

## RESIDENTIAL WARRANTY

Spectrum Metal Finishing, Inc. makes the following Warranty to \_\_\_\_\_(customer)  
concerning the use of \_\_\_\_\_ Batch \_\_\_\_\_

herein called "Product", when applied to properly chemically cleaned and pretreated extruded or fabricated aluminum, herein called "Metal" for \_\_\_\_\_meeting ASTM D-1730-67, Type B, Method 5 or Method 7. Processing shall conform with ASTM B-449-67 (1972) Section 5. Conversion coating weight shall be between 30-100 mgms. per square foot. Any deviation or change in pretreatment system requires approval by Spectrum Metal Finishing, Inc.

Spectrum warrants that the Product when properly applied to the "Metal" will not, under normal atmospheric conditions (which term includes general smog and air pollution of an entire area, but excludes specific areas of concentrated salt spray and/or chemical fumes such as would be present in or immediately downwind of a chemical plant or within one mile of a body of salt water), peel, check, crack or flake for a period of \_\_\_\_ years from the date the "Metal" was coated with the Product and installed;

### THIS WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS

1. The warranty will apply to the Product colors which Spectrum specifically and in writing designates to Customer as being covered by the warranty.
2. The warranty will apply only to the Product which Customer installs within six (6) months from the date Spectrum ships the Product to Customer, unless Spectrum inspects the Product and agrees in writing to extend the six-month period.
3. The warranty will not apply to any coated surface which has not been properly pretreated and cured on an aluminum surface of a Building Product.
4. The warranty will not extend to or cover:
  - a. damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation;
  - b. water damage due to condensation caused by improper packaging of the coated Metal prior to installation; or
  - c. damages to the coated Metal caused by handling, shipping processing and/or installation.
5. 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 commotions, acts of war, radiation, or other such similar or dissimilar occurrences beyond Spectrum's control.
6. In the event of a claim under the warranty, Customer shall furnish proof of date of installation of the Metal coated with the Product and shall demonstrate that the failure of the Product was due to a breach of the warranty stated herein.
7. Spectrum's exclusive liability and Customer's sole remedy hereunder or otherwise, shall be limited to refinishing the defective coated Metal at Spectrum's expense. Refinishing of the defective coated Metal shall be performed by using standard finishing practices and materials as selected by Spectrum (not necessarily the Product); Spectrum reserves the right to approve any contract for refinishing of defective coated Metal. In no event shall Spectrum have liability for any incidental, special or consequential damages. The warranty on any refinished coated Metal shall extend for the remainder of the warranty period applicable to the Metal originally covered.

8. Claims under the warranty must be made to Spectrum in writing within (60) days after Customer is informed of the defective coating and Spectrum must be given a reasonable opportunity to inspect the coated Metal claimed to be defective.
9. This warranty is extended to Customer alone as the purchaser of the Product. Spectrum's warranty and name are not to be used in any advertising materials of Customer or in any warranty given Customer to its customers. The warranty is non-transferable and non-assignable, and Customer shall not permit its agents, representatives, customers, distributors, applicators or contractors to claim, represent or imply that this warranty extends to or is available to anyone other than Customer. This condition shall constitute a material term of this warranty and its violation by Customer or its agents or representatives shall release Spectrum from its obligations hereunder.
10. Spectrum reserves the right to terminate this warranty at any time upon sixty (60) days advance written notice, except with respect to any product which has already been shipped to Customer.
11. EXCEPT AS SET FORTH HEREIN, SPECTRUM MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO THE PRODUCT.
12. This warranty will apply only to Metal which is coated with the Product by Spectrum and used within the continental United States and Canada unless Spectrum otherwise agrees in writing.
13. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given, as follows:
  - (a) Spectrum:                   Spectrum Metal Finishing, Inc.  
535 Bev Road  
Youngstown, OH 44512  
Attention: Neil Chrisman
  - (b) Customer:  
All such notices when deposited in U.S. mail as set forth above shall be considered served when so deposited.
14. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Spectrum unless made in writing and signed by its authorized representative.
15. If Customer agrees to and accepts this warranty, signing and returning a copy of this document to Spectrum shall indicate such acceptance.

Job Address:

**Spectrum Metal Finishing, Inc.**

By \_\_\_\_\_

Title President \_\_\_\_\_

Date Issued \_\_\_\_\_

Accepted By: \_\_\_\_\_

Customer: \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Date Signed \_\_\_\_\_