

## LIMITED WARRANTY AND REMEDY BOND INTEGRITY

## HOOVER ARCHITECTURAL SOLUTIONS, LLC

This limited warranty ("warranty") is issued by Hoover Architectural Solutions, LLC ("Hoover") to the original property owner ("Owner") identified below. Subject to the terms and conditions set forth in this warranty, Hoover warrants that the products identified below ("product" or "products"), furnished by Hoover for installation on the property ("property") identified below will not exhibit any visually observable deformation as a result of delamination of the aluminum skin from the core material due to manufacturing defects.

PROPERTY OWNER		 
PROPERTY ADDRESS		 
	STATE (OR COUNTY)	
	STATE (OR COUNTY)	
CUSTOMER'S SIGNATURE		
☐ Reynobond® ACM ☐	Reynodual® 3mm Bonded Sheet	
Customer Purchase Order Nu	mber(s):	
Hoover Architectural Solutions	s, LLC Sales Order Number(s):	 

Please send a completed copy of this warranty form to your Customer Service Representative within 10 business days of the Date the product is installed.

Warranty coverage is subject to the terms, conditions, limitations, remedies and legal rights set forth below:

- 1. The warranty period shall commence twelve (12) months from Hoover's initial shipment of the product, or upon substantial completion of the job, whichever occurs first. This warranty will remain in effect for a period of ten (10) years. In the event any part or portion of the product fails to conform to this warranty, Hoover, at its sole option, shall refund the original purchase price of each piece of defective product, or provide a replacement product for each piece of defective product only.
- The remedies set forth in this warranty shall constitute Owner's exclusive remedies and Hoover's sole liabilities for breach of the warranty set forth above.
- 3. This warranty only covers products used within the continental United States and Canada.
- 4. All claims hereunder must be submitted in writing to: Hoover Architectural Solutions, LLC, P.O. Box 4129 Eastman, GA 31023-4129. The claim must be accompanied by this certificate, fully completed and signed by the customer that furnished the product to the Owner or a copy thereof. IN ORDER TO QUALIFY FOR WARRANTY COVERAGE, ALL CLAIMS MUST BE SUBMITTED WITHIN THIRTY (30) DAYS FROM THE DATE THE DAMAGE OR DEFECT IS FIRST DISCOVERED OR COULD HAVE BEEN DISCOVERED, BUT IN NO EVENT MAY CLAIMS BE SUBMITTED MORE THAN THIRTY (30) DAYS FOLLOWING THE EXPIRATION OF THE WARRANTY PERIOD.
- 5. The warranty period for any replaced product shall be for the remaining unexpired portion of the original warranty period for the product.
- 6. As color variances may occur between replacement product in comparison with the originally installed product due to normal weathering and aging of the originally installed product, this color variance will not be indicative of a defect in either the replacement product or the originally installed product.
- 7. Hoover reserves the right to discontinue or modify its products at any time. If the original product ordered is no longer available, Hoover, will, at its option, either use commercially reasonable efforts to substitute a product of comparable quality, or refund the original purchase price of each piece of defective product.
- 8. This warranty covers only the bond integrity during normal use and service. It does not cover any delamination attributable to causes or occurrences beyond Hoover's control, including, but not limited to, mechanical abrasion or mechanical damages, faulty or improper fabrication



or installation of the product, exposure to corrosive atmospheres such as those contaminated with salt spray, acid rain, harmful chemicals or vapors, unreasonable use, improper storage, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice, windstorms, other acts of God, wind borne objects, building settlement, or structural failures (including walls and foundations) or the use of harmful cleaning compounds, intermittent or continual submersion in water or any other liquid or solid material, deliberate damage, improper handling by erectors, or any other physical damage. This warranty does not cover the normal weathering of any exposed core material due to UV exposure.

- Unless otherwise agreed, Hoover's warranty does not cover the cost of shipping, labor, or sundry materials required to remove and/or replace any defective product.
- 10. Unless otherwise agreed, this warranty does not cover products which have been perforated in any manner.
- 11. IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN ARE EXCLUSIVE FOR DELAMINATION OF PRODUCT PROVIDED BY HOOVER, WHETHER FOR BREACH OF EXPRESS WARRANTIES OR OTHERWISE AND SHALL CONSTITUTE THE OWNER'S EXCLUSIVE REMEDY AND HOOVER'S EXCLUSIVE LIABILITY. IN NO EVENT SHALL HOOVER BE LIABLE FOR LABOR COSTS, DIRECT, INDIRECT, INCIDENTAL, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES FOR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTIES OR ANY OTHER CAUSES OF ACTION IN CONNECTION WITH THE PRODUCT.
- 12. THIS WARRANTY IS THE ONLY EXPRESS WARRANTY EXTENDED BY HOOVER IN CONNECTION WITH THE PRODUCT AND IT EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. HOOVER'S AGGREGATE TOTAL CUMULATIVE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT ON WHICH SUCH LIABILITY IS BASED.
- 13. Owner is solely responsible for proper selection and installation of Hoover's products. Owner agrees that it will use Hoover products only for their intended uses and according to the specifications and limitations established by Hoover from time to time. Owner shall indemnify, defend and hold Hoover harmless from and against any and all damages arising out of or relating to improper product selection, application, use, misuse, neglect, abuse of products or improper installation or incorporation of products.
- 14. Laws and building and safety codes governing the design and use of Hoover's products, and specifically aluminum composite materials, vary widely. Hoover does not control the selection of product configurations, nor how Hoover's products are fabricated, transformed or otherwise configured or used or how Hoover's products are combined with other materials. Hoover disclaims any responsibility for any of the foregoing and assumes no responsibility therefor. Customer and Owner acknowledge that it is the responsibility of Customer, Owner, the architect, the general contractor, the installer and the fabricator/transformer, consistent with their roles, to make these determinations in strict conformity to all applicable national, regional, state, provincial and local building codes and regulations and interpretation, including without limitation those relating to building construction, safety and any other applicable regulations. CUSTOMER AND OWNER FURTHER ACKNOWLEDGE RECEIPT OF INFORMATION CONCERNING PRODUCT HAZARDS AS CONTAINED ON HOOVER'S WEBSITE AND PRODUCTS, AND ACKNOWLEDGE THAT ANY LABORATORY TESTING INFORMATION PROVIDED BY HOOVER APPLIES ONLY TO THE PARTICULAR PRODUCT OR ASSEMBLY TESTED AND DOES NOT NECESSARILY REPRESENT HOW PRODUCTS WILL ACTUALLY PERFORM IN USE, AND THAT REPORTS AND TEST DATA CORRESPONDING TO A PARTICULAR TESTED PRODUCT SAMPLE OR ASSEMBLY ARE NOT A GUARANTEE THAT THE SAME PRODUCT OR ASSEMBLY WOULD ALWAYS ACHIEVE THE SAME TEST RESULT. Hoover is dependent upon Customer and Owner to provide true, accurate and complete information relating to product purchases.
- 15. This warranty is extended only to Owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void. Hoover reserves the right to terminate this warranty program, except with respect to any product which has already been shipped to the Owner.
- 16. This warranty sets forth the entire agreement between the Owner and Hoover relating to the BOND INTEGRITY of the products. This warranty may not be modified or changed except by a written document signed by an officer of Hoover Architectural Solutions, LLC.
- 17. ALL LEGAL ACTIONS FILED IN FEDERAL OR STATE COURT FOR BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE MUST BE COMMENCED AGAINST HOOVER WITHIN ONE (1) YEAR OF THE DATE THAT CLAIMANT DISCOVERED OR SHOULD HAVE DISCOVERED THE DEFECT IN THE PRODUCT UPON WHICH SUCH ACTION IS BASED.
- The sale of Hoover's products hereunder shall be governed by the laws of the State of Georgia, excluding its laws related to choice or conflicts of law. The United Nations Convention on Contracts for the International Sale of Goods is expressly disclaimed and does not apply to the sale of Hoover's products. All disputes between the parties that may arise related to the products shall be heard and determined in a federal or state court located in Augusta, Georgia. The Owner acknowledges such courts have the jurisdiction to interpret and enforce the provisions herein. The Owner waives all objections as to personal jurisdiction or venue in any of the above courts.