



LIMITED WARRANTY AND REMEDY BRUSHED ALUMINUM COIL COATED FINISHES

HOOVER ARCHITECTURAL SOLUTIONS, LLC

This limited warranty ("warranty") is issued by Hoover Architectural Solutions, LLC ("Hoover") to the original property owner ("Owner") identified below and applies to the Brushed Aluminum finish on Hoover products ("product" or "products") identified below and installed at the property ("property") identified below.

PROPERTY OWNER _____

PROPERTY ADDRESS _____

CITY _____ STATE (OR COUNTY) _____ ZIP _____

DATE INSTALLED _____

CUSTOMER'S NAME _____

CUSTOMER'S ADDRESS _____

CITY _____ STATE (OR COUNTY) _____ ZIP _____

CUSTOMER'S SIGNATURE _____

PRODUCTS: ☐ Reynobond® ACM ☐ Reynoclad® 1mm Sheet

SUBSTRATE: Aluminum

COATINGS: Brushed Aluminum

(Natural Long Brushed Aluminum, Natural Brushed Aluminum, or Natural Brushed Aluminum Gray)

Customer Purchase Order Number(s): _____

Hoover Architectural Solutions, 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 six (6) months from Hoover's initial shipment of the product, or upon substantial completion of the job, whichever occurs first, and the duration of this warranty (the "warranty period") shall be for twenty (20) years. This warranty only covers products used within the continental United States and Canada, except where the product is installed in severe marine ($\leq 1,500$ feet from the coastline) or industrial (≤ 1 mile of industrial facilities where adverse environmental fallout or exposure is anticipated) environments.
2. The warranty period applicable to any replaced products shall be for the remaining unexpired portion of the original warranty period.
3. Hoover warrants that during the warranty period the products will not peel, check, or crack (except for such slight crazing or cracking as may occur on normal roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted panels, sheet or coil and which is accepted in the industry as standard) as a direct result of manufacturing defects.
4. Hoover warrants that, in the absence of ponding or standing water, the products will not experience change of gloss greater than 50% when measured on a 60-degree gloss meter using the procedure ASTM D523, comparing an unexposed retain panel to the exposed panel after dirt removal.
5. This warranty covers only the particular defects described in this certificate and only if they arise during normal use and service. It does not cover defects attributable to causes or occurrences beyond Hoover's control and unrelated to the manufacturing process, including but not limited to, faulty or improper installation, normal weathering, exposure to corrosive atmosphere (such as those contaminated with salt spray, acid rain, harmful chemicals or vapors), mildew, unreasonable use, misuse, physical abuse, accidental damage, vandalism, use of incompatible accessories, fire, flood, earthquake, lightning, ice or windstorms, or other acts of God, windborne 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, improper fabrication of flat sheet or coil, mechanical damage or any other physical damage. Hoover requires that there be a systematic freshwater rinse maintenance program in effect in areas of high salt concentration (such as adjacent to the seashore and/or an industrial atmospheres) so as to prevent the accumulation of concentrated salt deposits.

6. This warranty does not cover damage to the coating that occurs prior to installation of the product, including, without limitation, contamination occurring during shipment of the product to the jobsite or during storage at the jobsite. Forming panels at temperatures below an ambient temperature of 60°F (16°C) may adversely affect the appearance and performance of the finish.
7. This warranty does not cover products which have been perforated in any manner.
8. This warranty applies only to products with Hoover's standard substrate metals. Unless this warranty is extended to the owner through a separate document signed by an officer of Hoover, it shall not apply if the owner or Hoover's customer requested the use of a substrate metal that is non-standard.
9. 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.**
10. Hoover shall be given a reasonable opportunity to inspect the product claimed to be defective. If after inspection of the product, Hoover determines that the claimed defect is covered by 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.
11. In no event does Hoover's warranty cover the cost of shipping, labor, or sundry materials required to remove and/or replace any defective product.
12. At no time does this warranty confer upon the claiming party or any other party the right to proceed with repair, replacement or restoration without written notice and agreement by a duly authorized officer of Hoover. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this warranty becoming null and void. Since there may be a color variance between the replacement product and the originally installed product due to the normal weathering (i.e. exposure to sunlight and extremes of temperature and weather and aging) of the originally installed product, this color variance shall not be indicative of a defect in either the replacement product or the originally installed product.
13. Hoover reserves the right to discontinue or modify its product lines and coating colors at any time. If the original product or coating color 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.
14. Owner is required to perform annual maintenance of the building in the form of a tap water rinse. This warranty is null and void unless the Owner has maintained and presents to Hoover sufficient written records of completion of all such maintenance.
15. **IT IS UNDERSTOOD AND AGREED THAT THE REMEDIES PROVIDED FOR HEREIN FOR THE FINISH OF THE PRODUCT DESCRIBED ABOVE ARE EXCLUSIVE 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.**
16. **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.**
17. Owner is solely responsible for proper selection 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, and neglect, abuse of products or improper installation or incorporation of products.
18. This warranty is extended only to the 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.
19. 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. It is the responsibility of its 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 statutes. **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.
20. This warranty sets forth the entire agreement between the Owner and Hoover relating to the characteristics set forth herein 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.

21. 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.
22. 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.