



LIMITED WARRANTY AND REMEDY ANODIZED 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 anodized finish on Hoover products identified below ("product" or "products") 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 ☐ Reynoplate® 3mm

SUBSTRATE: Aluminum

FINISH: Anodized

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 from Hoover's initial shipment of the product. The duration of this warranty (the "warranty period") shall be five (5) years.
2. The warranty period applicable to any replaced products shall be for the remaining unexpired portion of the warranty period applicable to the original finish purchased.
3. This warranty only covers products used within the continental United States and Canada.
4. Subject to the terms and conditions set forth in this warranty, Hoover warrants that during the warranty period the finish on products will exhibit no visible peeling or cracking for a period of five years. This excludes cracking due to brake bends or other forming operations performed on components after the anodized finish has been applied.
5. Hoover warrants that, in the absence of ponding or standing water, the finish on products will exhibit no chalking for a period of five years. This only applies to any powdery residue formed by the breakdown of the anodized finish. It does not apply to any foreign residue deposited on the surface of the anodized finish by the surrounding atmosphere (soot, dust, etc.). Notwithstanding the foregoing, Hoover makes no warranty against chalking for any embossed products that are installed 46° or more from the vertical.
6. Hoover warrants that, in the absence of ponding or standing water, the finish on products will exhibit no significant visible fading for a period of five (5) years. Notwithstanding the foregoing, Hoover makes no warranty against fading or color change for any embossed products that are installed 46° or more from the vertical.
7. This warranty covers only the particular finish defects described in this certificate and only if they arise during normal use and service. It does not cover finish defects attributable to causes or occurrences beyond Hoover's control and unrelated to the manufacturing process, including but not limited to, mechanical abrasion or mechanical damage, faulty or improper fabrication or installation, normal weathering and aging, 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, 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, or any other physical damage. In order to maintain this warranty, Hoover requires that there be a systematic cleaning program in place using mild, non-detergent solution of soap and water. Applications exposed to salt spray or within 2500 feet of the seacoast, must be maintained by washing with fresh tap water at least once annually, so as to prevent the accumulation of concentrated salt deposits. (in accordance with AAMA 610.1-1979). Documentation of this maintenance shall be provided upon request (copy of 610.1 provided on request). This warranty does not cover the normal weathering or aging of any exposed core material.

8. This warranty does not cover damage to the finish 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. Since certain chemicals such as acids and alkalis will stain an anodized finish, Hoover is in no way liable for any type of finish degradation caused by those chemicals.
9. This warranty does not cover products which have been perforated in any manner.
10. This warranty applies only to finish on products with Hoover's standard substrate metals (i.e., aluminum of 5005 alloy). 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.
11. This warranty does not cover damages due to corrosion of exposed/uncoated edges of material.
12. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this warranty unless such color change meets the definition of color change as referenced in section 6 above.
13. This warranty is not applicable to any area of finish that has been covered by any type of post applied media (i.e., vinyl lettering/signage, adhesive tape, etc.)
14. All claims hereunder must be submitted in writing to: Hoover Architectural Solutions, LLC, P.O. Box 4129 Eastman, GA 31023-4129. This 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.**
15. 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.
16. 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.
17. At no time does this warranty confer upon the claiming party or any other party the right to proceed with refinishing, 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. 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.
18. Hoover reserves the right to discontinue or modify its product lines and anodized finishes at any time. If the original product or anodized finish 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.
19. **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.**
20. **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.**
21. 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.
22. 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.
23. 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.

24. 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.
25. 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.
26. 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.

- **Vertical installations are those measured at least 46° from horizontal.**