EFCO, a Pella Company Limited Anodized Finish Warranty

EFCO Corporation hereby warrants to its customers and all subsequent purchasers and users, subject to every term, condition and limitation stated herein, that the Class I anodize finish applied to the aluminum material for the period defined on the previous page:

1. Will not change color more than five (5) DE (cmc) as determined per AAMA 611-98.

2. Will not crack, blister, chip or peel.

This warranty is subject to the following conditions:

1. The warranty will not apply to or cover, and EFCO hereby disclaims all liability for,

   (a) damage to the finish created by moisture or other contamination detrimental to the finish because of improper storage of the finished Metal prior to installation;
   (b) water damage due to condensation caused by improper repackaging of the finished Metal prior to installation;
   (c) damage to the finished Metal caused by handling, shipping and/or installation, or by use of the Metal with any parts, gaskets, glazing materials, components or sealants of other manufacturers used with EFCO Corporation products, or any lack of performance of EFCO Corporation products attributable to such items;
   (d) damage due to finished Metal caused by exposure to caustic or acidic materials

2. The warranty also does not cover, and EFCO Corporation hereby disclaims all liability for, any product which has been subject to abuse, alterations, modification, neglect, misuse, abnormal use, accident, fire, war, flood, falling objects, external forces, earthquakes, acts of God, or to which parts not supplied by EFCO Corporation have been added, or to defects caused by depreciation or normal wear or other occurrences beyond EFCO Corporation's control. In areas of high salt concentration such as adjacent to the seashore, a systematic maintenance program must be instituted by the purchaser or user to clean the surface at least two (2) times annually so as to prevent the accumulation of concentrated salt deposits or other surface contaminants. Refer to AAMA publication "Cleaning and Maintenance Guide for Architecturally Finished Aluminum, AAMA 609 & 610-02."

3. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Warranty shall be made by EFCO Corporation and shall be final and binding upon the parties.

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4. The sole and exclusive remedy with respect to this warranty or with respect to any other claim relating to defects or any other condition or use of the products supplied by EFCO Corporation, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory, is limited to, at EFCO Corporation's sole discretion, replacement or refinishing of the defective Metal or repayment by EFCO Corporation of the purchase price paid to it. Refinishing of the defective Metal shall be performed by using standard finishing practices and materials as selected by EFCO Corporation. EFCO Corporation reserves the right to approve any contract for refinishing of defective Metal. The warranty on any refinished and/or replacement coated Metal shall continue for the remainder of the original warranty period. 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 EFCO Corporation. 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. IN NO EVENT SHALL EFCO CORPORATION BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR GOOD WILL, OR OTHER COMMERCIAL LOSS OR INJURY.

5. Claims under this warranty must be made to EFCO Corporation in writing within sixty (60) days after discovery of the defective finished Metal. Failure of the claiming party to notify EFCO Corporation within such period shall automatically relieve EFCO Corporation of any and all responsibility and/or liability under this Limited Warranty. EFCO Corporation must be given a reasonable opportunity to inspect the finished Metal claimed to be defective. In the event of a claim under the warranty, customer shall furnish proof of the date of substantial completion and shall demonstrate that the failure of the product was due to a breach of the warranty stated herein.

6. 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 EFCO Corporation unless made in writing and signed by EFCO Corporation authorized representative.