apogee | ARCHITECTURAL METALS

THREE (3) YEAR MANUFACTURER WARRANTY COVERAGE

Customer Name	Project Name and Location	Order Number

1. This Limited Warranty ("Warranty") covers only EFCO®, LINETEC®, TUBELITE®, and WAUSAU WINDOW AND WALL SYSTEMS® products and components supplied by Apogee Wausau Group, Inc. d/b/a Apogee Architectural Metals or its subsidiaries, Apogee SFS US, LLC and EFCO, LLC (individually and collectively referred to hereinafter as "Apogee Architectural Metals"). This Warranty applies only if Apogee Architectural Metals is notified in writing within thirty (30) days after a) discovery of the defect(s), or b) the time at which defect(s) should have been discovered through reasonable diligence. No claim may be made after the designated number of years selected above has passed from the Effective Date. The warranty for Apogee Architectural Metals door corner construction is extended to the useful life of the door (this extension excludes terrace doors).

2. The Apogee Architectural Metals limited warranty for INSULATING GLASS UNITS (IGUs) fabricated by Apogee Architectural Metals warrants the IGUs against defective materials or workmanship which result in fogging or moisture residue formation on internal glass surfaces due to failure of the insulating glass seal. The warranty period for IGUs supplied by others to Apogee Architectural Metals for factory glazing, is limited to the term of the IGU fabricator's warranty. Apogee Architectural Metal supplied IGU carry a five (5) year maximum limited warranty period unless otherwise noted. Apogee Architectural Metals assumes no responsibility for glass breakage, regardless of cause. Apogee Architectural Metals assumes no responsibility for the failure of IGUs installed in high moisture environments such as swimming pool enclosures and greenhouses.

Screens and screen frame components carry a limited one (1) year warranty against defective materials and workmanship.

3. This Warranty does not apply to, and Apogee Architectural Metals expressly assumes no responsibility for, circumstances outside of Apogee Architectural Metals' control, including but not limited to the following: glass breakage, product failure due to improper installation, usage, handling, loading, unloading, or storage; incompatibility with other glazing or installation materials; improper building design, specifications or construction; excessive, localized or asymmetrical building movements; failure to provide routine, documented and reasonable maintenance and inspection; noise; scratches or abrasions to the product; condensation or frost on any surface; environmental conditions; damage caused by water entry from sources other than Apogee Architectural Metals materials; any damage, whether to property or person, caused by or attributable to mold, mildew, fungi, or other toxins, regardless of cause; fire, earthquake, flood or other acts of nature; physical damage or other casualty; field modification or alteration, fabrication, finishing, or forming; damages caused by any chemicals used on or around the product; damage attributable to building maintenance equipment; falling objects, ice, snow, or debris build-up, or resulting damage; government restrictions; terrorism or other acts of aggression.

4. LABOR AND EQUIPMENT, TO REMOVE AND/OR REPLACE MATERIAL OR COMPONENTS DETERMINED BY APOGEE ARCHITECTURAL METALS TO BE DEFECTIVE, IS NOT INCLUDED. In lieu of material replacement, Apogee Architectural Metals reserves the right to refund the purchase price of material or components determined by Apogee Architectural Metals to be defective. Apogee Architectural Metals will not be held liable for any work performed, or materials supplied by others, including but not limited to architectural or engineering fees, consulting fees, back charges, remedial labor costs, or other direct or indirect costs, without Apogee Architectural Metals' prior written authorization.

5. Corrosion of any product or component caused by exposure to atmospheric or other chemicals, including but not limited to salt air, acid rain, alkaline or acid cleaning solutions, hydrocarbons, solvents, or other extreme condition(s) is not covered. Repair of thermal barrier dry shrinkage resulting in leakage will be limited to the repairs described in the AAMA Technical Bulletin 91-1.

6. This Warranty covers factory-applied paint and anodic finishes on exposed extruded aluminum surfaces without standing water accumulation, against peeling, checking, cracking, chalking and change of color, as measured in accordance with applicable AAMA specifications and ASTM standards in effect as of the date of Apogee Architectural Metals' order acknowledgement.

BE (2603) – 1 year (adhesion only)

50% Kynar (2604) – 5 years

70% Kynar (2605) – 10 years

Class I Anodize (611) – 5 years

Class II Anodize – 2 years

For components confirmed by Apogee Architectural Metals to be defective, Apogee Architectural Metals reserves the right to re-finish in the field, using air-dry products. Exposure is defined on Apogee Architectural Metals extrusion profile drawings. Organic finishes containing mica or metallic flakes are not covered for change of color.

7. IN NO EVENT SHALL APOGEE ARCHITECTURAL METALS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT APOGEE ARCHITECTURAL METALS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND NOTWITHSTANDING THE FAILURE OF ANY AGREED OR OTHER REMEDY OF ITS ESSENTIAL PURPOSE. For any components repaired by Apogee Architectural Metals or replaced, this Limited Warranty will be limited to the remainder of the original warranty period. Apogee Architectural Metals reserves the right to inspect, diagnose or repair any product alleged to be defective; to substitute similar replacement products or components for those no longer readily available or subject to extended lead times; and to charge a service fee if no defects are discovered. Determination by Apogee Architectural Metals that certain materials or components are defective does not imply an obligation to inspect all others on the project. Cleaning, final installation adjustments, and/or any other adjustments after installation, are not the responsibility of Apogee Architectural Metals, and are not covered by this warranty. Improper layout or installation voids this warranty. Any inspection, diagnosis, or repair activities by Apogee Architectural Metals on site do not constitute acceptance or endorsement of the installation, nor extend or broaden Apogee Architectural Metals' obligations or liabilities under the terms of this Limited Warranty. Apogee Architectural Metals shall have the option of requiring the return of the alleged defective product.

8. The purchaser's exclusive remedy is limited to the legal remedies described in this Warranty. Apogee Architectural Metals' Warranty will be void if full payment is not received in accordance with the applicable terms of sale. APOGEE ARCHITECTURAL METALS MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE PRODUCT, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. No employee, representative, agent, or distributor of Apogee Architectural Metals, other than the President or a Vice President of Apogee Architectural Metals, is authorized to modify this Warranty. IN NO EVENT WILL APOGEE ARCHITECTURAL METALS' AGGREGATE LIABILITY UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASER'S PAYMENT TO APOGEE ARCHITECTURAL METALS. In no event will any other warranty terms apply to the sale of Apogee Architectural Metals products, including but not limited to, the project specifications, general conditions, and/or other bid or contract documents.

9. Any waiver by Apogee Architectural Metals of any of the terms of this Limited Warranty for any project shall not be construed as a waiver of any other terms of this Limited Warranty, or terms of sale related to this, or any other project. If any provision of this Warranty is determined to be invalid, illegal or otherwise unenforceable for any reason, such determination shall not affect the validity or enforceability of any remaining provisions.