



WARRANTY AGREEMENT
FOR SUPPLY OF VITRABOND

TO:

(PROJECT)

&

(CLIENT)

BY

FAIRVIEW ARCHITECTURAL LLC

(DATE)



Further to recent negotiations and quotations, Fairview is pleased to supply Vitrabond to the following specifications:

Color:

Thickness:

Core:

The governing standard covering this warranty is AAMA2605. A copy of this standard is available upon request, and is to be read in conjunction with the following.

Subject to the conditions set forth herein, Fairview warrants the Vitrabond panels, subject to fair wear and tear, to be free from defects in manufacturing and workmanship (including delaminating) for a period of:

five (5) years ten (10) years fifteen (15) years twenty (20) years

Furthermore, Fairview warrants the finish of Vitrabond for a period of:

five (5) years ten (10) years fifteen (15) years twenty (20) years thirty (30) years

- The surface will not flake, blister, check, crack, or peel when exposed to the weather, except for minute fracturing on folds etc. that may occur during fabrication of the panels.
- Any colour change or reduction of gloss of the surface coating will be in a uniform manner when surfaces are equally exposed to the sun and elements. The determination of colour differences and gloss reduction is to be done on clean panels from which deposits of foreign matter and chalk have been removed.

The warranty is subject to:

- The panels not having been exposed to temperatures exceeding 160 degrees Fahrenheit
- The panels having been installed in such a way as to avoid accumulation of water on the panel surfaces
- The panels having been cleaned in accordance with our recommendations at least twice a year to avoid any accumulation of surface contaminants that may be harmful
- The panels having been stored correctly
- The panels not having been damaged through mechanical agencies or exposed to emissions which differ from those in evidence at the time of shipment and which may have been harmful to the surface coating.
- The panels having been exposed to normal weathering in a coastal environment.



This warranty does not apply to Vitrabond panels which have been or are exposed to smoke, fire, lightning, windstorm, hail or other acts of God, radiation, harmful fumes or foreign substances in the atmosphere, i.e. air or chemical pollution including but not limited to organic solvents, concentrated detergents, wetting agents, or to panels damaged by malicious mischief, vandalism, impact, misuses, abuse or negligence in cleaning or maintaining, improper storage or handling, improper fabrication or installation or other occurrences beyond the control of Fairview, and does not extend to cover any form of damage and indirect influences that are generally known to affect the quality of surface coatings.

The Vitrabond panels supplied by Fairview must be inspected by **(CLIENT)** immediately upon receipt. Defects established by such inspection may only be claimed within 30 days upon receipt. Concealed defects must be claimed immediately upon discovery – the rights to claim such defects shall at any rate expire at the end of the warranty period stipulated.

In case any panel should be found not to be in conformity with this warranty agreement, Fairview, upon being satisfied of the existence of such nonconformity, reserves the right and option to correct the same by either re-supplying or repairing (including recoating if necessary in a suitable coating system) defective panels at their cost.

The foregoing is Fairview's sole warranty with respect to the Vitrabond composite panels. Fairview makes no other warranties, express or implied, including warranties of merchantability and suitability for a particular purpose.

(CLIENT) exclusive remedy against Fairview shall be as set forth in the preceding paragraphs. In no event shall Fairview be liable to **(CLIENT)** either directly or by way of contribution or indemnity, for any other direct or indirect loss or profit, damages based on loss of use of panels, or damages for cover, regardless whether the claim for such damages be based on warranty, express or implied, contract, tort, or otherwise.