



## PHOENIX PANEL SYSTEMS WARRANTY

Project Name and No.: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_

Purchaser: \_\_\_\_\_

Phoenix Metalworks, LLC (“Phoenix”) warrants that every Phoenix Panel System Product (“Product”) sold on the Invoice(s) identified on this Warranty is free from defects associated with the manufacturing of the Product for a period of two (2) years from the Project Substantial Completion Date. Defects include, but are not limited to, structural failure, including delaminating, rupturing, cracking, or puncturing. Defects do not include differences in quality or tolerances, or other Product differences that may be considered to be normal and usual, for example, differences in tones among different boards. The quality standard shall be those that are valid on the date of Product manufacture, as specified in the Purchaser’s Quote. Later change to the standard shall not apply to this Warranty. The appearance of minor spots in a lighter tone or the darkening of a panel shall not be considered as manufacturing defects for the purpose of this Warranty. **THERE ARE NO OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE WHICH EXTEND BEYOND THE ABOVE DESCRIPTION, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, PURCHASER ACKNOWLEDGES THAT PHOENIX’S GENERAL LITERATURE AND PRODUCT INFORMATION DOES NOT CONSTITUTE WARRANTIES OF PERFORMANCE OR QUALITY, AND THAT BEFORE THE PRODUCT IS INSTALLED, PURCHASER HAS EXAMINED OR REFUSED TO EXAMINE THE PRODUCT, AND THAT THERE IS NO IMPLIED WARRANTY WITH REGARD TO ANY CONDITION OR DEFECT WHICH SUCH AN EXAMINATION OUGHT TO REVEAL.**

Phoenix shall, at its sole discretion, repair or replace, free of charge, or refund the purchase price paid for any such Product, or portion thereof, which is defective under the terms of the foregoing Warranty, provided that Purchaser (1) promptly notifies Phoenix in writing of such defect; (2) furnishes Phoenix satisfactory proof thereof; (3) establishes that the Product, or portion thereof, has been properly stored, assembled, and installed in accordance with industry standards and in accordance with Phoenix’s technical instructions for Product use, installation, handling, and storage; (4) that the Product has not been used for purposes other than those intended; (5) that the Product has not been repaired by Purchaser or by a third party; and (6) if requested by Phoenix, returns the defective Product to Phoenix and pays all expenses incurred in connection with such return. Any replacement Product shall be delivered, free of charge, to Purchaser F.O.B., Phoenix’s manufacturing facility, not loaded on a truck or other carrier. Purchaser shall pay all costs applicable to the Product following such delivery, including, without limitation, all handling, transportation, installation, insurance, and inspection charges. **THE FOREGOING OBLIGATION TO REPAIR, REPLACE, OR REFUND THE PURCHASE PRICE PAID FOR THE PRODUCT SHALL BE THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER. THIS WARRANTY DOES NOT EXTEND TO ANYONE OTHER THAN PURCHASER AND DOES NOT EXTEND TO PURCHASER’S CUSTOMERS AND USERS OF THE PRODUCT FOR BREACH OF THE FOREGOING WARRANTY. PHOENIX SHALL HAVE NO OBLIGATION TO REMOVE ANY PRODUCT INSTALLED ON ANY BUILDING WITHIN THE TERMS OF THE ABOVE WARRANTY, OR TO INSTALL ANY REPLACEMENT PRODUCT, OR TO PAY ANY COSTS INCURRED IN CONNECTION WITH SUCH PRODUCT REMOVAL OR INSTALLATION. PHOENIX HEREBY EXPRESSLY DISCLAIMS ALL OTHER EXPRESS, STATUTORY, AND IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, ALL EXPRESS, STATUTORY, AND IMPLIED WARRANTIES SUCH AS MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO REPAIRED OR REPLACEMENT PRODUCT FURNISHED PURSUANT TO THE FOREGOING WARRANTY.**

The foregoing Warranty shall not be applicable as long as the Invoice indicated on the Warranty remains fully or partially unpaid.