PRODUCT WARRANTY EXAMPLE

[PRODUCT NAME – e.g., QC300, QCglass, QCplate] (PRODUCT)

PROJECT INFORMATION

Project Name: [PROJECT NAME]
Project Location: [PROJECT ADDRESS]
Owner: [OWNER NAME] (OWNER)

Warranty Duration: [X Years – typically 5]
Warranty Start Date: [DATE]

1. LIMITED WARRANTY

QCfacades ("COMPANY") warrants that the PRODUCT supplied for the project referenced above will conform to COMPANY's published product specifications and will be free from defects in materials and workmanship for the warranty duration stated above, subject to the terms, conditions, limitations, exclusions, and maintenance requirements contained in this Limited Warranty and any attached exhibits or addenda.

The warranty period shall commence upon the earliest of:

a. substantial completion of the project,
b. first occupancy or use of the project, or
c. ninety (90) days following shipment of the PRODUCT from COMPANY's facility.

Claims under this Limited Warranty must be submitted in writing to COMPANY within thirty (30) days after discovery of the alleged defect and no later than the expiration date of the warranty period.

2. EXCLUSIVE REMEDY

In the event of a valid warranty claim, COMPANY shall, at its sole option:

1. Repair the affected PRODUCT,
2. Replace the affected PRODUCT, or
3. Refund the original purchase price of the affected PRODUCT.

This remedy shall constitute the sole and exclusive remedy available under this Limited Warranty.

COMPANY's total cumulative liability under this Limited Warranty shall in no event exceed the original purchase price paid for the affected PRODUCT.

COMPANY shall not be responsible for:

- removal costs,
- reinstallation costs,
- scaffolding or access costs,
- labor expenses,
- fabrication expenses,
- project delays,
- loss of use,
- consequential damages,
- incidental damages, or
- any direct or indirect losses arising from the use or inability to use the PRODUCT.

3. LIMITATIONS AND EXCLUSIONS

The PRODUCT is an architectural building component subject to natural weathering, environmental exposure, fabrication tolerances, installation variables, and project-specific engineering conditions.

This Limited Warranty applies only when the PRODUCT is:

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- Installed in accordance with approved shop drawings and COMPANY instructions,
- Installed by qualified and experienced installers in accordance with COMPANY instructions,
- Properly stored, handled, cleaned, and maintained, and
- Located at the place of original installation.

This Limited Warranty does not cover:

1. Normal wear and tear or weathering.
2. Improper specification, engineering, detailing, installation, or field modification.
3. Damage caused by impact, collision, abuse, vandalism, structural movement, settling, substrate failure, or building distortion.
4. Damage caused by failure or incompatibility of third-party materials, systems, sealants, coatings, or components.
5. Damage resulting from improper storage, handling, maintenance, cleaning, or misuse.
6. Variations in color, gloss, texture, gauge, reflectivity, or finish that are commercially acceptable or consistent with industry tolerances.
7. Natural fading, weathering, or aging that does not materially impair the overall appearance or performance of the product.
8. Damage caused by salt exposure, airborne pollutants, industrial fallout, chemical exposure, standing water, excessive moisture, abrasive cleaning, or other corrosive conditions.
9. Damage caused by acts of God including hurricanes, tornadoes, earthquakes, flooding, hail, fire, or other extreme events.
10. Damage resulting from lack of required maintenance.

COMPANY shall have sole and exclusive authority to determine whether any condition or damage falls within the preceding exclusions.

COMPANY does not warrant that PRODUCT will prevent water infiltration, air infiltration, condensation, corrosion, or system failure caused by surrounding assemblies, building movement, structural conditions, substrate deficiencies, or design by others.

COMPANY shall not be liable for delays, failures, or inability to perform caused by events beyond its reasonable control.

Additional product-specific requirements, exclusions, tolerances, limitations, appearance characteristics, performance dependencies, and maintenance obligations may apply and shall be incorporated through attached exhibits, schedules, or addenda.

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4. FABRICATION LIMITATIONS

For products involving custom fabrication, including but not limited to:

- seaming,
- edge finishing,
- perforation,
- forming,
- bending,
- heat draping,
- rolling,
- molding, or
- custom digital printing,

this Limited Warranty does not cover:

- visibility of seams,
- slight irregularities in texture or finish,
- minor surface distortions,
- optical variations, or
- other aesthetic characteristics inherent to custom fabrication processes.

5. CLEANING AND MAINTENANCE REQUIREMENTS

This Limited Warranty is conditioned upon compliance with COMPANY cleaning and maintenance requirements available at www.qcfacades.com.

OWNER shall perform maintenance in accordance with applicable COMPANY guidelines in effect at the time of installation.

Unless otherwise approved in writing by COMPANY:

- OWNER agrees to clean the products at least one (1) time annually,
- OWNER acknowledges that additional cleaning may be required in high-soiling, coastal, industrial, or high-traffic environments, and
- OWNER agrees to create and retain maintenance records. COMPANY reserves the right to request maintenance documentation as part of any warranty claim review.

Failure to comply with required maintenance procedures shall automatically void this Limited Warranty.

6. WARRANTY CLAIM PROCESS

All warranty claims must be submitted in writing to:

QCfacades – Warranty Department
2007 South 1300 East
Salt Lake City, UT 84105
P: 877-994-6246
Website: www.qcfacades.com

Claims must include

- project name and location,
- date of installation,
- photographs of the issue, and
- description of the condition.

OWNER must also supply maintenance records and proof of purchase if requested by COMPANY.

OWNER shall provide COMPANY with unrestricted access to inspect the product and project conditions. Failure to provide access may void this Limited Warranty.

COMPANY reserves the right to determine the appropriate remedial action. OWNER shall not undertake repair, replacement, alteration, or remediation work affecting the alleged defect prior to providing COMPANY a reasonable opportunity to inspect the condition. Violation of this condition may void this Limited Warranty.

7. TRANSFERABILITY

This Limited Warranty is non-transferable unless expressly approved in writing by COMPANY.

This Limited Warranty shall become void if PRODUCT is removed, relocated, reinstalled, modified, or altered without written authorization from COMPANY.

8. GOVERNING LAW AND DISPUTE RESOLUTION

OWNER and COMPANY shall attempt in good faith to resolve any dispute arising from or relating to this Limited Warranty through direct negotiations. If the dispute cannot be resolved within ninety (90) days, the parties agree to participate in non-binding mediation administered by a mutually agreed mediator located in Salt Lake County,

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Utah. If mediation is unsuccessful, the dispute shall be resolved through binding arbitration administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules then in effect. The arbitration shall take place in Salt Lake County, Utah. Judgment upon the arbitration award may be entered in any court having jurisdiction. Each party shall bear its own attorneys' fees and costs unless otherwise determined by the arbitrator.

This Limited Warranty shall be governed by the laws of the State of Utah, without regard to conflict of law principles.

9. ENTIRE WARRANTY

This document constitutes the complete and exclusive warranty provided by COMPANY and supersedes all prior oral or written representations. No representative, distributor, agent, or installer is authorized to modify this Limited Warranty without written approval from COMPANY.

EXCEPT AS EXPRESSLY STATED HEREIN, COMPANY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

SIGNATURES

QCfaçades signature: _____ Date:_____

Name: _____

Title: _____

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EXHIBIT A-1: QC300 PRODUCT-SPECIFIC WARRANTY CONDITIONS

Except as expressly modified herein, all terms and conditions of the QCfacades Limited Product Warranty remain unchanged and fully applicable.

1. PRODUCT DESCRIPTION

QC300 is an open-jointed rainscreen façade system utilizing aluminum honeycomb panel technology.

Published panel sizes currently range from approximately 1' x 5' (305 mm x 1524 mm) up to 5' x 20' (1524 mm x 6096 mm).

2. PANEL CHARACTERISTICS

QC300 panels are manufactured using lightweight aluminum skins fused to an aluminum honeycomb core.

Due to fabrication tolerances, installation tolerances, lighting conditions, viewing angles, reflectivity, and environmental conditions, slight visual variations may occur.

Minor variations in:

- flatness,
- reflectivity,
- joint alignment,
- panel alignment,
- color,
- gloss, and
- finish appearance

shall not constitute a defect under this Limited Warranty where such variations are commercially acceptable or within normal manufacturing and installation tolerances.

3. PERFORMANCE DEPENDENCIES

Performance of QC300 products depends upon:

- supporting wall construction,
- attachment design,
- project-specific engineering,
- structural substrate conditions, and
- environmental exposure.

4. REMOVABLE PANEL SYSTEMS

Certain QC300 systems may utilize individually removable panels and/or proprietary support systems.

Damage resulting from improper panel removal, unauthorized modifications, or reinstallation not performed in accordance with COMPANY instructions is excluded from this Limited Warranty.

5. FINISHES

Natural weathering, environmental exposure, and aging may affect finish appearance over time.

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Variations resulting from exposure conditions, orientation, atmospheric contaminants, and normal aging shall not constitute a warranty defect unless expressly stated otherwise in writing by COMPANY.

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EXHIBIT A-2: QCGLASS PRODUCT-SPECIFIC WARRANTY CONDITIONS

This Exhibit applies to QCglass products. Except as expressly modified herein, all terms and conditions of the QCfacades Limited Product Warranty remain unchanged and fully applicable.

1. PRODUCT DESCRIPTION

QCglass is an unframed glass rainscreen façade system utilizing open-joint rainscreen technology.

Published panel sizes currently range from approximately 1' x 3' (305 mm x 914 mm) up to 6' x 12' (1829 mm x 3658 mm).

Published product features may include:

- large format panels,
- enamel frit,
- digital printing up to 1440 DPI, and
- recyclable materials.

2. GLASS APPEARANCE CHARACTERISTICS

Glass products inherently contain visual characteristics that may vary due to:

- lighting conditions,
- viewing angle,
- reflectivity,
- transparency,
- coatings,
- fabrication methods,
- frit patterns, and
- environmental conditions.

Minor variations in:

- color,
- reflectivity,
- optical appearance,
- frit alignment,
- digital print appearance,
- surface waviness, and
- visual distortion

shall not constitute a defect under this Limited Warranty where such conditions are commercially acceptable or consistent with standard glass fabrication practices.

3. DIGITAL PRINTING AND FRITTED GLASS

Digitally printed and fritted glass products may contain slight variations in:

- print registration,
- image appearance,

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- density,
- texture, and
- color consistency.

Such variations are inherent characteristics of the manufacturing process and shall not constitute a warranty defect unless expressly stated otherwise in writing by COMPANY.

4. PERFORMANCE DEPENDENCIES

Performance of QCglass systems depends upon:

- supporting wall construction,
- structural engineering,
- attachment systems,
- environmental exposure,
- project-specific loading, and
- adjacent building assemblies.

5. BREAKAGE AND IMPACT

This Limited Warranty does not cover:

- glass breakage,
- impact damage,
- thermal stress,
- building movement,
- substrate movement,
- vandalism, or
- damage caused by conditions outside COMPANY's control unless expressly stated otherwise in writing.

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EXHIBIT A-3: QCPLATE PRODUCT-SPECIFIC WARRANTY CONDITIONS

This Exhibit applies to QCplate products, including QCplate-perf and QCplate-geo products. Except as expressly modified herein, all terms and conditions of the QCfacades Limited Product Warranty remain unchanged and fully applicable.

1. PRODUCT DESCRIPTION

QCplate products are open-joint ventilated façade systems based on rainscreen façade technology.

QCplate-perf products utilize perforated panel technologies and may incorporate standard or custom perforation patterns.

QCplate-geo products may incorporate custom geometric forms and project-specific panel configurations.

Published panel sizes currently range up to 5' x 20' (1524 mm x 6096 mm).

2. PANEL APPEARANCE CHARACTERISTICS

Due to fabrication methods, forming processes, perforation processes, lighting conditions, environmental exposure, and viewing angles, slight visual variations may occur.

Minor variations in:

- panel flatness,
- perforation alignment,
- open area appearance,
- joint alignment,
- reflectivity,
- color,
- gloss,
- texture, and
- geometric appearance

shall not constitute a defect under this Limited Warranty where such variations are commercially acceptable or consistent with normal manufacturing tolerances.

3. CUSTOM FABRICATION

Custom perforation patterns, geometric configurations, bends, formed shapes, and project-specific fabrication may result in visual characteristics inherent to the manufacturing process.

Such characteristics may include:

- slight dimensional variations,
- edge conditions,
- panel curvature,
- visual irregularities, and
- pattern alignment variations.

These conditions shall not constitute a warranty defect unless expressly stated otherwise in writing by COMPANY.

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4. PERFORMANCE DEPENDENCIES

Performance of QCplate products depends upon:

- supporting structure,
- attachment methods,
- substrate conditions,
- environmental exposure, and
- coordination with adjacent assemblies supplied by others.

5. NATURAL WEATHERING AND EXPOSURE

Environmental exposure, weathering, atmospheric conditions, and normal aging may affect product appearance over time.

Changes resulting from:

- environmental exposure,
- weathering,
- atmospheric contaminants,
- orientation, and
- normal aging

shall not constitute a defect under this Limited Warranty unless expressly stated otherwise in writing by COMPANY.

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