

## **ZALMAG® LIMITED WARRANTY**

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from State to State. This Limited Warranty covers the following materials: Natural Finish ZALMAG® and Pre-Patina II Finish ZALMAG® (such metals, collectively, “**Materials**”), purchased under a Sales Proposal prepared by Millennium Forms, LLC (“**Millennium Forms**” or “**We**” or “**Us**” or “**Our**”), and accepted by the original purchaser of the Materials.

### **WHO IS COVERED BY THIS LIMITED WARRANTY?**

This Limited Warranty is made to any owner of the Materials during the Warranty Period (“**You**” or “**Your**”).

### **WHAT IS THE WARRANTY PERIOD?**

The duration of this Limited Warranty will be twenty-five (25) years from the date of the delivery of the Materials to its original purchaser or such purchaser’s agent or principal (“**Warranty Period**”).

### **WHAT DOES THIS LIMITED WARRANTY COVER?**

Subject to the limitations in this Limited Warranty, Millennium Forms warrants to You that the Materials will not corrode, fade, peel or delaminate, or crack.

### **WHAT DOES THIS LIMITED WARRANTY NOT COVER?**

**This Limited Warranty does not cover, and We will not be liable for, the following, or for damages related to the following:**

CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OR USE OF THE MATERIALS OR FROM ANY BREACH OF THIS LIMITED WARRANTY (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU); (B) Improper storage of the Materials, installation of the Materials more than once, or installation of the Materials not in accordance with Our installation instructions; (C) Failure of any other product other than the Materials, including, without limitation, corrosion or loss of adhesion as a result of substrate failure or substrate corrosion; (D) Damage to the Materials due to: (1) Surface scratches, other abrasions or perforations of the surface, (2) Staining resulting from factory provided plastic protective coating, (3) Causes beyond normal use, including, without limitation: (i) Acts of God, hail storms, tornadoes, hurricanes, winds, floods, typhoons, or monsoons, (ii) Fires, explosions, gunfire, acts of terrorism, acts of war, or acts of the public enemy, (iii) Human foot traffic or the impact of falling objects, (iv) Blowing or falling sand or debris, (v) Exposure to chemical spray or fumes, cement or particle dust, muriatic acid, salt, or chlorides, including, without limitation, de-icing salts, brackish water, or salt water, (vi) Exposure to free iron from tooling, or (vii) Misuse of the Materials, (4) Contact with dissimilar metals, (5) Contact with areas subject to water run-off from dissimilar metals, (6) Standing water and the failure to provide free drainage of water,

including, without limitation, internal condensation from overlaps, and all other surfaces of the Materials, fascia, mansard, soffit, or other building components, (7) Failure to remove debris or other accumulation of foreign substances from the surface of the Materials, fascia, mansard, soffit, or other building components, including, without limitation, areas of the Materials sheltered from such removal, or (8) low slopes; (E) Design or construction defects in, settlement, buckling or cracking of, alterations or structural changes to, or equipment installation on, the building on which the Materials are installed; (F) Any alteration or modification made to all or any part of the Materials after the Materials are delivered; or (G) Any other event, action, or omission which results in or causes damage or injury to all or any part of the Materials other than the manufacture of the Materials. We do not warrant that the color of the Materials will be uniform or similar to each other. We do not warrant that any replacement or additional Materials You receive at any time will exactly match the Materials You originally ordered.

### **WHAT MAINTENANCE MUST YOU PERFORM?**

At no time should you use abrasive or chemical cleaners on the Materials. In the case of an installation of the Materials within 1,500 feet from a sea coast, salt water, or other brackish water environment, You must perform maintenance, including a “sweet water” (fresh tap water) rinse four times per year in accordance with AAMA 609 and 610-02. Regardless of location, You must make and maintain records of all Your maintenance of the Materials, following Our recommended maintenance instructions, during the Warranty Period, and make such records available to Us upon Our request in the event of a Warranty claim by You. Your failure to promptly provide such requested records will void this Warranty.

### **WHAT WILL WE DO TO CORRECT PROBLEMS?**

If We determine that one or more parts of the Materials actually corrode, fade, peel or delaminate, or crack, during the Warranty Period, then We will provide You, with replacement of the defective Materials. We will also pay for all shipping, freight and packaging charges to send the replacement Materials to You.

### **WHAT WILL WE NOT DO TO CORRECT PROBLEMS?**

We will not reimburse You for any of your expenses whatsoever, including, without limitation, the costs of installing the replacement Materials, nor will we refund to You all or any part of the purchase price for the Materials. We do not and will not warrant that replacement Materials will match, in color or appearance, the replaced Materials. Our Warranty shall apply to the repaired or replaced defective Materials, but only for the unexpired portion of the Warranty Period applicable to the original Materials.

### **HOW DO YOU GET SERVICE?**

If You believe that one or more parts of the Materials contains corrosion, fading, peeling or delamination, or cracking, then You must report such claims in writing, during the Warranty Period, and not more than thirty (30) days after discovery of any apparent defects, delivered by registered or certified mail to Us at the following address:

**Millennium Forms, LLC  
550 E. Centralia Street  
Elkhorn, WI 53121, USA;**

In submitting a claim under this Warranty, in addition to supplying your maintenance records for the Materials, it is Your responsibility to provide adequate documentation of the Materials involved in the claim, including the date of installation, the name of the installer and contractor (if different), Our order number, Our invoice number, and proof of payment to Us for all such materials included as part of the claim. In no event will any claims be honored under this Warranty if invoices from Us have not been previously satisfied in full within Our standard credit terms. You further agree to allow Us to inspect all such documentation.

We reserve the right to review Your claim. We also reserve the right to, and may, determine that You are not entitled to remedies under this Limited Warranty, or that all or any part of Your Materials have not corroded, faded, peeled or delaminated, or cracked, or that Your Materials were damaged by a cause not covered under this Limited Warranty.

**THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, except where such disclaimer is prohibited by State law or with respect to consumers as that term is defined in the Magnusson-Moss Act and by rulemaking of the Federal Trade Commission.**

**THE PRECEDING LIMITED WARRANTY CONSTITUTES OUR ONLY OBLIGATION TO YOU AND YOUR EXCLUSIVE REMEDY AGAINST US. DEALERS AND INSTALLERS OF OUR MATERIALS ARE NOT AUTHORIZED TO EXTEND OR MODIFY THE TERMS OF THIS WARRANTY IN ANY MANNER. IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER YOUR CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. ANY ACTION ARISING HEREUNDER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CERTAIN OTHER EXCLUSIONS CONTAINED IN WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH IN THIS WARRANTY SHALL NOT APPLY TO THE EXTENT THAT THEY ARE PROHIBITED BY LAW.**

Except as modified in writing signed by You and Us, this Limited Warranty is and will remain the complete and exclusive agreement with respect to warranties, superseding all prior agreements, written and oral, and all other communications between You and Us relating to warranties. This Limited Warranty shall be governed by the laws of the State of Wisconsin. The United Nations Convention on Contracts for the International Sale of

Goods shall not apply. No person or entity is authorized to give any other warranty or to assume any other obligation on behalf of Millennium Forms. Any provision of this Limited Warranty prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such prohibition and shall not invalidate any of the remaining provisions of this Limited Warranty.

Any dispute as to any claims under this Limited Warranty will be settled by binding arbitration in the City of Elkhorn, Wisconsin, by three (3) arbitrators, one (1) of whom will be appointed by Us, one (1) of whom will be appointed by You and the third (3rd) of whom will be appointed by the first two (2) arbitrators. If either party fails to appoint an arbitrator within twenty (20) days of a request in writing by the other party to do so, or if the first two (2) arbitrators cannot agree on the appointment of a third (3rd) arbitrator within twenty (20) days of their designation, then such arbitrator will be appointed by the American Arbitration Association (“AAA”). Except as to the selection of arbitrators, which will be as set forth above, the arbitration will be conducted promptly and expeditiously in accordance with the commercial arbitration rules of the AAA, so as to enable the arbitrators to render an award within ninety (90) days of the commencement of the arbitration proceedings. Judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof. Each party shall bear the expenses of the arbitrator it selects and shall jointly share the expenses of the third (3rd) appraiser.