

TiNi STAINLESS STEEL LIMITED PRODUCT WARRANTY

Project Name:	[Millennium Forms infills]
Warranted Product:	[Millennium Forms infills]
Issue (Ship) Date:	[Millennium Forms infills]
Project Number:	[Millennium Forms infills]
Project Location:	[Customer infills]
Customer Name:	[Customer infills]
Customer Address:	[Customer infills]
Customer Phone Number:	[Customer infills]
Customer Email Address:	[Customer infills]
End-Product Application:	[Customer infills]

This Limited Warranty covers the following materials: TiNi Stainless Steel (such products are collectively referred to as "Materials"), purchased under a Sales Contract prepared by Millennium Forms, LLC ("Millennium Forms"), and accepted by the customer named above ("Customer"). This Limited Warranty is an integral part of the Sales Contract.

WHO IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty is extended only to original purchaser and not to a future owner or purchaser of the Materials. This Limited Warranty may not be transferred, pledged, sold or hypothecated in any manner and shall not be subject to execution, attachment or similar process. Any attempt to transfer, pledge, sell or hypothecate this Limited Warranty shall be null and void.

WHAT IS THE WARRANTY PERIOD?

The duration of this Limited Warranty is ten (10) years from the date of shipment of the Materials to Customer (or to Customer's agent or principal) ("Warranty Period").

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the limitations in this Limited Warranty, Millennium Forms warrants to Customer that the Materials will not fade or peel (delaminate). Quality tested per ISO 9001.

WHAT IS NOT COVERED BY THIS LIMITED WARRANTY?

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

- (A) 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 (damage limitation or exclusion may not apply in all States);
- (B) Improper storage of the Materials (including, without limitation, not storing the Materials in a cool, dry space or in their original packaging, improper storage of the Materials, or stacking on top of the Materials, failure to expediently remove plastic protective coating once installed. Customer is responsible for providing Millennium Forms photo documentation showing location of material storage at the jobsite and/or offsite. Photo documentation to show 4 sides of container/trailer and photos of Millennium boxes inside container/trailer. During installation, boxes are to remain on pallet and not come in contact with the ground. Materials to remain protected throughout the installation process. Photo documentation of protection to be performed at the end of each day. Photo documentation to be stamped with date and time. Failure to do so will void warranty.

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- (C) Failure of any product other than the Materials, including without limitation, corrosion or loss of adhesion as a result of substrate failure or substrate corrosion, or as a result of installing the Materials or installing the Materials more than once and/or modification of the Materials;
- (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, debris or any other air borne particulate, (v) Exposure to chemical spray or fumes, cement or particle dust, muriatic acid, any acid not recommended for maintenance or cleaning of the Materials by Millennium Forms, salt, or chlorides, including without limitation, de-icing salts, brackish water, or salt water, (vi) Exposure to free-iron from tooling, (vii) Misuse of the Materials, or soldering or welding of the Materials, (4) Contact with dissimilar metals, (5) Contact with areas subject to water run-off from dissimilar metals, (6) Standing water or failing to provide for the free drainage of water, including without limitation, internal condensation from overlaps and all other surfaces, 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 which do not provide proper water drainage, or the use of the Materials on roofs with a slope of less than 3:12, (9) the use of the Materials in a design for a water-tight system;
- (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 of or modification 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.
- (H) Oil-canning can occur on all products. Consider that high gloss finishes make this more noticeable. Larger panels, flatter panels, and panels that are overtightened tend to oil-can more.
- (I) Obsolete Products: At Millennium Forms sole discretion panels, tiles, or processes may be removed from the product offering at any time. As such, it is recommended that attic stock be ordered in case products becomes damaged during the life of the product. If a warranty claim is made and approved and the product is no longer offered, Millennium Forms is not responsible for replacing with a matching product.
- (J) Millennium Forms does not warrant that the color of the Materials will be uniform or similar to each other. Millennium Forms does not warrant that any replacement or additional Materials Customer receives will exactly match the Materials the Customer originally ordered or received.

WHAT MAINTENANCE MUST BE PERFORMED?

At no time should abrasive or chemical cleaners be used on the Materials. If the Materials are installed within 1,500 feet of a sea coast, salt water, or other brackish water environment; or installed in locations exposed to regular salt spray. Maintenance shall be performed, including a "sweet water" (fresh tap water) rinse four times per year in accordance with AAMA 609 and 610-02. Regardless of location, Customer shall make and keep records of the maintenance of the Materials and follow Millennium Forms' recommended maintenance instructions during the Warranty Period and provide such records to Millennium Forms upon request in the event of a Warranty Claim by Customer. Failure to provide requested records within 24 hours will void this Limited Warranty.

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WHAT WILL MILLENNIUM FORMS DO TO CORRECT ISSUES WITH MATERIALS?

If Millennium Forms determines that any of the Materials has fade or peel (delaminate) during the Warranty Period (unless damaged by a cause not covered under this Limited Warranty), then Millennium Forms will replace the defective Materials with replacement Materials. Millennium Forms will pay all shipping, freight, and packaging charges it incurs to send the replacement Materials to Customer.

WHAT WILL MILLENNIUM FORMS NOT DO TO CORRECT ISSUES WITH MATERIALS?

Millennium Forms will not reimburse Customer for any costs whatsoever, including without limitation, the costs of removing or cleaning the Materials or installing the replacement Materials. Millennium Forms will not refund to Customer all or any part of the purchase price of the Materials. Millennium Forms will not warrant that the replacement Materials will match the original Materials in color or appearance. The replacement Materials shall be warranted under the Limited Warranty offered by Millennium Forms for such Materials at the time of their delivery, but the Warranty Period shall be the unexpired portion of the Warranty Period for the original Materials.

Production schedule: Once a warranty claim has been verified and approved by Millennium Forms, replacement materials will be scheduled for next available production opening. Production schedules will not be changed to insert production of replacement materials.

Shipping: Replacement parts will be shipped as per normal shipping procedures. Millennium Forms will not be responsible for expedited shipping cost if requested by customer.

HOW TO MAKE A WARRANTY CLAIM?

If Customer believes that any of the Materials has corroded, faded, peeled or delaminated, or cracked it must report such claims in writing during the Warranty Period by certified mail or e-mail to Millennium Forms at the following address:

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

In submitting a claim under this Warranty ("Warranty Claim"), in addition to supplying maintenance records for the Materials, Customer shall provide adequate documentation of the Materials involved in the claim, including the date of installation, the name of the installer and contractor (if different), Millennium Forms order number, Millennium Forms invoice number, and proof of payment to Millennium Forms for all such Materials included as part of the claim.

Photo documentation of panels:

Great care is taken to review each panel prior to it being packaged for shipping. Each panel has a protective film applied as part of the manufacturing process. This provides protection to panels during shipping. In the unlikely event a panel is removed from the packaging and the protective film is damaged, the installer is responsible for stopping and photo documenting the panel that is of concern. Photo documentation to include pictures of panel in question with the PVC panel protection still in place. Photos should be taken from various angles the highlight the area of concern. All photos to include a date/time stamp. Noted photo documentation to be provided to Millennium Forms within 24 hours of request. As stated on the sales contract, if freight is damaged, claim MUST happen the day materials arrive. Failure to do aforementioned will void warranty.

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Photo documentation of tiles:

Great care is taken to review each tile prior to it being placed in the box for shipping. Packaging allows the tiles to be isolated/protected during shipping. In the unlikely event a tile is removed from the box and the finish is damaged, the installer is responsible for stopping and photo documenting the tile that is of concern. Photo documentation to include pictures of tile in question from various angles the highlight the area of concern. Photo of tile in question next to label of box from which the tile was just removed from. Photo of three additional tiles from the same box placed next to the tile in question. All photos to include a date/time stamp. Millennium Forms to be notified within 10 days after receipt of Materials. Noted photo documentation to be provided to Millennium Forms within 24 hours of request. As stated on the sales contract, if freight is damaged, claim MUST happen the day Materials arrive. Failure to do aforementioned will void warranty.

In no event will any claim be honored under this Warranty if invoices from Millennium Forms have not been previously satisfied in full under Millennium Forms' standard credit terms. Customer shall allow Millennium Forms to inspect all such documentation.

Millennium Forms reserves the right to review the Warranty Claim. Millennium Forms also reserves the right to and may determine that Customer is not entitled to remedies under this Limited Warranty, or that all or any part of the Materials have not corroded, faded, peeled or delaminated, or cracked, or that the 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. MILLENNIUM FORMS SPECIFICALLY DISCLAIMS 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 MILLENNIUM FORMS' ONLY OBLIGATION TO CUSTOMER AND CUSTOMER'S EXCLUSIVE REMEDY AGAINST MILLENNIUM FORMS. DEALERS AND INSTALLERS OF MILLENNIUM FORMS MATERIALS ARE NOT AUTHORIZED TO EXTEND OR MODIFY THE TERMS OF THIS WARRANTY IN ANY MANNER. IN NO EVENT WILL MILLENNIUM FORMS BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF WHETHER CUSTOMER 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. *THE LIMITATIONS SET FORTH IN THIS WARRANTY SHALL NOT APPLY TO THE EXTENT THAT THEY ARE PROHIBITED BY LAW.*

Except as modified in a writing signed by Customer and Millennium Forms, 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 Customer and Millennium Forms 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.

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Any dispute as to any claim 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 Millennium Forms, one (1) of whom will be appointed by Customer, 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) arbitrator.

This warranty will not be considered valid until all project information on page 1 and project information below has been infilled. Also, the authorized agent of Millennium Forms must sign and date this warranty where indicated to below to be considered valid.

Project name [Customer infills]
Customer name [Customer infills]
Sub-contractor/installer [Customer infills]
General contractor [Customer infills]
Property owner [Customer infills]
Property owner address [Customer infills]
Property owner contact [Customer infills]

MILLENNIUM FORMS, LLC

By: Walter Hauk (owner)

Signature