



MILLENNIUM F O R M S

MILLENNIUM FORMS ANODIZED SURFACE PRODUCT LIMITED WARRANTY

Customer Name: Click or tap here to enter text.
 Warranted Product: Click or tap here to enter text.
 End-Product Application: Click or tap here to enter text.
 Building Location: Click or tap here to enter text.
 Issue Date: Click or tap here to enter text.

Limited Warranty. Only after an approved application, Millennium Forms, LLC (“Millennium Forms”) provides this Anodized Surface Product Limited Warranty (the “Surface Warranty”) to Click or tap here to enter text. (“Customer”). Subject to the terms, conditions, and limitations contained herein, Millennium Forms warrants that its anodizing (the “Anodizing”) will not peel, blister, crack, split or chip for a period of twenty (20) years from the date of shipment by Millennium Forms.

Millennium Forms, in its sole discretion and at its option, will re-anodize any defective Anodizing, in whole or in part, or make a pro rata refund of that portion of the initial purchase price charged for the Anodizing only, according to the following chart. There is no other warranty. This Surface Warranty covers only Millennium Forms’ Anodizing, and not the aluminum, whether provided by Customer or procured by Millennium Forms for Customer. This Surface Warranty replaces and supersedes the Standard Anodized Surface Product Limited Warranty contained within Millennium Forms’ Standard Terms and Conditions of Sale. Those Standard Terms and Conditions of Sale shall remain in effect except as expressly modified here.

Years from Date of Shipment	Pro Rata Refund Rate
0 through 3	100%
4 through 6	85%
7 through 11	65%
12 through 16	35%
17 through 20	15%

Warranty Claims. No re-anodizing or pro rata refund will be required or made unless Millennium Forms receives such claims in writing, during the twenty (20) year warranty period and not more than thirty (30) days after discovery of any apparent defects, delivered by registered or certified mail to:

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

In submitting a claim under this Warranty, Millennium Forms will require Customer to supply maintenance records for the materials. It is Customer’s 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), 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. In no event will any claims be honored under this Warranty if invoices from Millennium Forms to Customer have not been previously satisfied in full according to Millennium Forms’ standard credit terms. Customer further agrees to allow Millennium Forms to inspect all such documentation. Furthermore, Millennium Forms reserves the right to review Customer’s claim; in addition, Millennium Forms reserves the right to and may determine that no remedies are entitled under this Limited Warranty, or that all or any part of Customer’s materials are not covered under this Limited Warranty.

Any claim of defect, including without limitation under the Surface Warranty, must be made in writing to Millennium Forms within the twenty (20) year warranty period and within thirty (30) days following discovery of the claimed defect; provided, however, that (a) claims of defect for water damage must be made within thirty (30) days from the date of shipment, and (b) claims of defect relating to poly transfer or AnoGrip@ must be made within the earlier of thirty (30) days following discovery of the claimed defect or one hundred eighty (180) days from the date of shipment.

The written notice shall describe the defect and provide Customer’s name, address, and the address and location of the anodized product, as well as manufacturing, sales and inventory data to permit Millennium Forms to trace the product from sale-to-use. Failure to give notice of a claimed defect as required herein shall constitute an absolute waiver and release of all claims Customer may have, and Millennium Forms shall have no liability, under this Surface Warranty or otherwise, for that claimed defect. As a condition to the enforcement of any claim under this Surface Warranty, Millennium Forms and its agents must be provided access to the original anodized product for inspection, testing, re- anodizing and/or remedy, and must be provided all required scaffolding, staging, and rigging. The anodized product must remain unmodified for Millennium Forms’ inspection and testing.



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Any modification, replacement, attempted repair, self-help, or alteration of the product, or other product into which the anodized material is incorporated, without Millennium Forms' prior approval or before Millennium Forms inspects or tests the Anodizing or anodized product, shall render this Surface Warranty and any other applicable warranties null and void.

Exclusions from Warranty Coverage. Customer has no rights under this Surface Warranty unless and until Millennium Forms receives full payment. The Surface Warranty extends only to Customer; it does not extend, and it is not transferable or assignable, to any subsequent purchaser or user, without the express written consent of Millennium Forms. The Surface Warranty does not cover coloration, discoloration, or fading. The Surface Warranty does not extend to any defect outside the Anodizing. The Surface Warranty shall not apply to any claimed defect or damage arising out of or being caused by the following:

- Animals; flying or falling objects; or natural occurrences or disasters, including without limitation earthquakes, hailstorms, windstorms, hurricanes, and tornados;
- corrosive or finish-damaging products; or natural conditions, including without limitation, chemicals, fumes, air pollution, acid rain, sea spray, metal shavings, grout, and the like;
- deliberate or negligent acts, vandalism, acts of terrorism, or war; mechanical damage; vehicular or pedestrian traffic; fire (deliberate or accidental); or other misuse or abuse;
- any damage caused by or during transportation or storage by anyone other than Millennium Forms (including without limitation damage caused by condensation or moisture);
- abrasion or physical impact;
- defects in aluminum provided to or by Millennium Forms;
- any damage caused by forming, bending, or manipulating the anodized aluminum or other material during fabrication of any panels, frames, or other products into which the anodized aluminum is incorporated (including without limitation crazing or cracking);
- defects in the design, materials, assembly, construction and/or installation of any panels, frames or other materials or products into which Millennium Forms' anodized product is incorporated;
- defects in the design, materials, assembly, or construction of any structure or substrate, including but not limited to structural movement, structural failure, substrate failure, or internal building pressure conditions;
- weather (In exterior applications, this Warranty covers only finishes and inorganic colors designated by Millennium Forms for exterior use, and only finishes and inorganic colors meeting the "Exterior Standard and Architectural Class" criteria defined by The Aluminum Association. Gradual fading of both organic and inorganic dyes due to weathering is not covered by this Warranty.); and,
- inadequate maintenance (see below).

All specifications set forth in Millennium Forms' quotations, order acknowledgments, or other documentation remain subject to tolerances and variations consistent with usage of trade and regular anodizing practices concerning dimension, weight, section, composition and anodizing properties; normal variations in surface; internal conditions and quality; deviations from tolerances; and variations consistent with practical testing and inspection methods.

Condition for Warranty Coverage (Surface Product Maintenance). Customer is informed and understands that the anodized product is porous, and that long-term exposure to dust, dirt, and other contaminants must be minimized for the product to perform as warranted. It is a condition of this Surface Warranty that Customer and any other user (including without limitation any end-user) of the product must maintain the product after installation by conducting regular documented cleaning of the product using a non-abrasive, low grit cleaning method that utilizes one of the following cleaners: Henkel SCO10LF (mild acid cleaner), 10% ammonium, mineral spirits, organic cleansers, acetone, Henkel Ridoline 212 (mild alkaline cleaner), methanol, PH-neutral solvents, MEK. Such maintenance and cleaning must be performed as necessary but not less than once every other year after installation. Customer is obligated to share this information with any subsequent purchaser or user. For any claim under the Surface Warranty, Millennium Forms must be provided on request written documentation of the maintenance cleaning performed and the cleaner used. Nothing contained in this Surface Warranty creates any contractor or other relationship with any user (including any end-user) other than Customer.



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Limitations on Liability. THIS WARRANTY IS GIVEN BY MILLENNIUM FORMS IN LIEU OF ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. THE REPAIR, REPLACEMENT, OR REFUND SELECTED BY MILLENNIUM FORMS IN ITS SOLE DISCRETION IS THE EXCLUSIVE REMEDY. MILLENNIUM FORMS SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, EXEMPLARY, INDIRECT, OR PUNITIVE DAMAGES, INCLUDING WITHOUT LIMITATION PERSONAL INJURY, DEATH, PROPERTY DAMAGE, LOST PROFITS, LABOR COSTS, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT, DELAY, NONDELIVERY, NONPERFORMANCE, RECALL, BREACH BY MILLENNIUM FORMS, OR OTHER REASON, ALL CLAIMS IN TORT, STRICT LIABILITY, AND FAILURE OF ESSENTIAL PURPOSE ARE WAIVED AND EXCLUDED, INCLUDING CLAIMS OF MILLENNIUM FORMS' NEGLIGENCE. MILLENNIUM FORMS SHALL NOT BE LIABLE TO CUSTOMER OR ANYONE ELSE IN TORT, STRICT LIABILITY, OR ANY OTHER LEGAL OR EQUITABLE THEORY FOR ANY ALLEGED DEFECT IN THE DESIGN OR MANUFACTURE OF THE PRODUCT OR FOR THE OMISSION OR ALLEGED INADEQUACY OF ANY WARNING. EXCEPT FOR THE LIMITED WARRANTY HEREIN, CUSTOMER ACCEPTS THE GOODS "AS IS" WITH ALL FAULTS AND ASSUMES THE RISK OF LOSS FOR ANY DEFECT OR NONCONFORMITY. CUSTOMER WAIVES, RELIEVES AND RELEASES MILLENNIUM FORMS FROM ANY AND ALL CLAIMS, CAUSES OR RIGHTS OF ACTION, AND LIABILITY FOR ANY REDHIBITORY, PATENT, OR LATENT VICES, WHETHER BY STATUTE OR COMMON LAW, OBVIOUS OR UNKNOWN, EASILY DISCOVERABLE OR HIDDEN, OR DEFECTS IN THE ANODIZED PRODUCT OR GOODS EXCEPT AS SPECIFICALLY PROVIDED IN THE WARRANTY. UNDER NO CIRCUMSTANCES SHALL MILLENNIUM FORMS' LIABILITY FOR ANY DEFECT IN THE GOODS, WHETHER BASED ON CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY, EXCEED THE PURCHASE PRICE OF THE DEFECTIVE GOODS. THERE ARE NO THIRD PARTY BENEFICIARIES TO THIS AGREEMENT. CUSTOMER ACKNOWLEDGES AND DECLARES THAT THESE LIMITATIONS AND WAIVERS HAVE BEEN BROUGHT TO CUSTOMER'S ATTENTION AND EXPLAINED, THAT CUSTOMER HAS READ AND UNDERSTANDS ALL TERMS AND AGREES TO BE SO BOUND, AND THAT CUSTOMER'S RECEIPT OF THE WARRANTY AND PRODUCT, AND ANY PAYMENT FOR THESE, SIGNIFIES THAT CUSTOMER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS, INCLUDING THE WAIVERS AND LIMITATIONS CONTAINED HEREIN.

Period of Limitations. No claim, suit, or other proceeding arising out of or related to Millennium Forms' Anodizing, goods, services, or this Surface Warranty may be brought by Customer after one (1) year from the date it accrues. No discovery, estoppel, or other rule shall apply to extend this limitations period.

Applicable Law. This Surface Warranty shall be considered to have been made in the State of Wisconsin and shall be governed by and interpreted according to Wisconsin law, without giving effect to conflict of law principles. Except as provided below, any action or claim arising out of or relating to the Surface Warranty or Product may be brought, if at all, only in State court in Walworth County, Wisconsin or in the federal court for the Eastern District of Wisconsin located in Milwaukee, Wisconsin and Customer irrevocably consents that such court shall have personal jurisdiction over Customer and waives any objection that the court is an inconvenient forum. Alternatively, and at Millennium Forms' sole election, any dispute arising out of or relating to this Surface Warranty shall be submitted to binding arbitration in Elkhorn, Wisconsin in accordance with the rules of the American Arbitration Association. Any award ordered in such arbitration shall be enforceable in any court of competent jurisdiction. In the event any suit is brought against Millennium Forms by Customer or anyone else in violation of this Surface Warranty or for claims waived or released under the Warranty, Customer agrees to pay Millennium Forms' attorney and paralegal fees and costs to defend such suit, as well as, indemnify and hold Millennium Forms harmless for any related judgment, damages, or awards.

Modifications. No person at Millennium Forms other than its vice-president of operations, president, chief operating officer, and chief executive officer has the authority to modify, expand, or extend the Surface Warranty, to waive any of the limitations or exclusions of the Surface Warranty, or to make any different or additional warranties. Any such alteration is not effective unless stated in writing, hand-signed by one of these authorized officers at Millennium Forms. All other statements and representations are null and void.



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Miscellaneous. If any provision or individual term of this Surface Warranty is invalid or unenforceable under any applicable law, the provision or term shall be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms shall be unaffected. Customer shall not assign any of its rights nor delegate any of its obligations under this Surface Warranty without the prior written consent of Millennium Forms.

Millennium Forms' Rights. Millennium Forms has all rights and remedies given to sellers by applicable law, and Millennium Forms' rights and remedies are cumulative and may be exercised by Millennium Forms. No waiver by Millennium Forms of any provision of this Surface Warranty shall be effective unless in writing nor operate as a novation or waiver of any other provision. Millennium Forms shall not lose any right because it has not exercised that right in the past.

NOTE: THIS WARRANTY IS VALID ONLY WITH COMPLETED MILLENNIUM FORMS-APPROVED APPLICATION FOR WARRANTY, WITH CUSTOMER, PROJECT, ISSUE DATE, AND OTHER REQUIRED INFORMATION INCLUDED IN THE HEADER OF THE DOCUMENT. WARRANTIES ARE ISSUED ON A PROJECT-BY-PROJECT BASIS.

Project Name: Click or tap here to enter text.

Purchaser: Click or tap here to enter text.

Sub-Contractor (Installer): Click or tap here to enter text.

General Contractor: Click or tap here to enter text.

Property Owner: Click or tap here to enter text.

MILLENNIUM FORMS, LLC

By: _____
Signature

Walter Hauk
Printed Name

Title: Owner