PINNACLE WARRANTY

NATIONAL WARRANTY
(Canada & USA only)

LONGBOARD®
INSPIRING ARCHITECTURE

15 Year Non-Prorated Powder Coating Finish - 50 Year Non-Prorated Extruded Aluminum Profiles [Limited Warranty]

Warranty granted to (building owner):

Longboard Architectural Products Inc. ("Longboard," "The Company") products as identified by the Product Codes listed will conform to the standards set out in Clause 1 and Clause 2 of this Warranty, subject to the terms and conditions set out in Clause 3 and 4 of this Warranty.

Product codes:	Product description:
Finish:	

Install contractor	
Project name	
Project address	
Address 2	Install start date
Date of substantial completion	

This Pinnacle Warranty is only valid for applications within Canada and USA. All applications outside of Canada and USA are required to contact Longboard for assistance.

Clause 1

Extruded Aluminum Profile(s) with Powder Coat Finish Longboard expressly warrants that its product line is free from manufacturing defects in material or workmanship.

1.1 When product is applied according to Longboard instructions and properly maintained, such product is guaranteed against the following:
1.2 Buckling: The product itself will be free of any buckling that is not associated with the substrate and/or structure to which the Longboard system is attached. For the purpose of this warranty, buckling shall be defined as warping of the product(s) exceeding one sixteenth of an inch out of plane per linear foot.
1.3 Corrosion: When installed in normal atmospheric conditions according to Longboard instructions and properly maintained, such product is further guaranteed against rusting and corroding. Subject to the limitations set out in Clause 3 and 4.
1.4 What we will do: If, during the fifteen (15) year Limited Warranty Period on the powder coating finish, the Product is defective in material or workmanship, Longboard will, in its sole discretion, either repair or replace the defective portion of the Product.
1.5 What we will do: If, during the fifteen (50) year Limited Warranty Period on the extruded aluminum profiles, the Product is defective in material or workmanship, Longboard will, in its sole discretion, either repair or replace the defective portion of the Product.
1.6 After the 15th year, this Limited Warranty on the powder coated finish will expire and shall no longer be applicable.
1.7 After the 50th year, this Limited Warranty on the aluminum extruded profile(s) will expire and shall no longer be applicable.
1.8 Longboard replacement of the defective Product or reimbursement of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. The Company will pay for all reasonable costs including material and labor as it relates to the repair and/or replacement of the defective Product.

Clause 2
Product Finish - AAMA 2604 Performance Specification

2.1 During the first fifteen (15) years of this warranty:
2.2 Checking/Cracking: No visible checking or cracking of the product finish on the building.
2.3 Chalking Resistance: No chalking of the product finish on the building in excess of that represented by No.8 rating based on ASTM D4214.
2.4 Color Retention: No color change of the product finish on the building greater that 5 (five) CIE Lab △E units calculated in accordance with ASTM 2244 Section 6.3. Color change shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the control panel.
2.5 Gloss Retention: Coated surface will exhibit gloss retention of a minimum of 30% of the original. Gloss retention shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film or other contaminants, corresponding values shall be measured on the control panel.
2.6 Adhesion: Adhesion of product finish when initially applied to test panels and measured by reference to AAMA 2604-02 Clause 7.4.2 will show no removal of the film.

Clause 3

3.1 Warranty Terms and Conditions:
3.2 The "Warranty Period" for the warranties in Clause 1 shall mean the respective number of years or for as long as the Covered Person commencing on the date of substantial completion named above shall live and own the property on which the material was originally installed.
3.3 Registration of the product is required within ninety (90) days from substantial completion for the warranty to be in effect. This warranty is valid for the original owner and one other subsequent owner of the structure where the product(s) have been installed.
3.4 Normal atmospheric conditions exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes or other corrosive elements. The product finish is not meant for marine use on boats, ships or offshore platforms.
3.5 The product finish warranties as outlined in Clause 2 shall include coverage of the finish as it relates to the impact effects from hail and woodpecker birds.
3.6 Under no circumstance shall Longboard's liability under this limited warranty exceed 2.5 times the total corresponding Longboard material cost (excluding sales tax, labor and installation related costs) as noted on the original purchase invoice and paid by the Buyer for the specific project.

Clause 4

4.1 This warranty will not extend or cover:
4.2 Damages to the coated metal caused by handling, shipping, processing and/or installation; or
4.3 Damages to the coated metal caused by scratching or abrading after installation; or
4.4 Damages to the coated metal as a result of standing water in horizontal installations.
4.5 The warranty will not be applicable to damage or failure, which is caused by acts of God, falling objects, external forces, explosions, fire, riots, civil commotion's, acts of war, or other such similar or dissimilar occurrences beyond The Company's control.
4.6 Customer shall make available to The Company the dates of the installation of the coated metal, the maintenance records including details of washing and cleaning procedures in compliance with the cleaning requirements as stated in the Required Maintenance section of this warranty. Customers shall demonstrate that the failure of the coated metal was due to a breach of the warranty stated herein.
4.7 Claims must be made in writing to Longboard within 30 days of the discovery of a problem and authorization obtained prior to beginning any repair and/or refinishing work. The claimant must provide proof of coverage. Claims can be made by writing to Longboard at the Product Performance Department. After receiving such notice, The Company must be given a reasonable opportunity to inspect and verify the claim.
4.8 Longboard exclusive liability under this warranty, or other- wise, will be limited to refinishing and/or repairing, at The Company's sole discretion, the defective powder coated product. The warranty on any refinished, repaired or replaced coated metal supplied hereunder shall be for the remainder of the warranty period applicable to the originally coated metal. All warranty work will be performed by a company or contractor selected by Longboard. Color variance between refinished and/or repainted product and original shall not be indicative of a defect.
4.9 This warranty represents the entire agreement between parties in relation to its subject matter and supersedes any previous agreement whether written or oral between the parties in relation to its subject matter. The limited warranties state the entire liability of Longboard with respect to the products covered by them. The Company shall have no liability for any incidental or consequential damages. No person is authorized to make any representation or warranty on behalf of Longboard except as expressly set forth above, and any such statement shall not be binding on The Company. Except as expressly set forth above, Longboard makes no warranty of any kind, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. Warranties shall be the duration of the limited warranty, or such shorter duration as provided under applicable local law. These limited warranties give you specific legal rights, and you may also have other rights which vary from area to area.
4.10 Nothing in this warranty shall be construed as a warranty of the workmanship of any installer or as imposing on Longboard any liability for unsatisfactory performance caused by faulty workmanship in installation.
4.11 It's agreed all parties involved that all claims and disputes relating to this agreement that cannot be settled through negotiation will try in good faith to first settle the dispute by mediation administered by the American Arbitration Association (Construction Industry Mediation Procedures) as a prelude to mandatory binding arbitration. Such binding arbitration is to be conducted and administered by the Construction Industry Arbitration Rules of the American Arbitration Association. Both seller and purchaser agree to share equally in the costs of both mediation and arbitration and that such binding arbitration will be the sole and final remedial action.
4.12 Required Maintenance. Depending on the Project Environment, follow the maintenance schedule as outlined in the Longboard Care & Maintenance Guide. Use a soft sponge or cloth, water and mild detergent, non-abrasive soap with the pH range of 5-9 to clean the powder coated area of dirt, grim and other debris. Pressure washing and the use of harsh detergents or chemicals is not recommended. Include in your maintenance records the following: date, time, specific products used, name of maintenance person and their designation, maintenance company name and general condition of the powder coated finish.

I have read and agree to the terms of the Longboard® Product 15 year powder coated surface and 50 year aluminum extruded profile(s) warranty and acknowledge receipt of a copy of the Warranty Certificate.

Name of owner or contractor: Date:

Signature:

Duly authorized on behalf of Longboard:

Name and designation: Date:

Signature: