



Alura Panel Prefinished Woodgrain Metal

25 Year Limited Warranty

Original Purchaser:	Imark Invoice Invoice Date: Sales Order #: AMI/Customer PO:
Project Name and Location:	Commencement Date of Warranty based on substantial completion: General Contractor on Project:

Imark Inc. hereby warrants to Customer that the Alura Panel Prefinished Woodgrain metal panels to be supplied by Imark Inc. to Customer pursuant to order placed by Customer and accepted by Imark Inc. are, at the time of shipment, free from defects which would cause the said panels to crack, chip, flake, peel or split as well as maintain its film integrity for a period of 25 years from the commencement date of warranty.

This warranty is subject to the following conditions:

- A. This warranty will not be applicable to defects of any other sorts or distortion occurring after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, depreciation, wear and tear, defective subsidiary materials furnished or workmanship performed by others, including installation workmanship, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of Alura Panel Prefinished Woodgrain at the relevant date of shipment, or failure of building owners or occupants to do normal maintenance.
- B. This warranty will not extend to or cover damage to Alura Panel Prefinished Woodgrain caused by handling, shipping, processing and/or installation, or damage to Alura Panel Prefinished Woodgrain caused by scratching or abrading after installation.
- C. This warranty will not be applicable for the project where located within from 1 mile or 1.6 km of a body of salt water with regard to an exposed cut edge panel, or a perforated panel application.
- D. The warranty covers the cost of material and does not cover installation, labor or freight costs. Any costs and expenses beyond Imark Inc.'s liability shall be paid by the property owners.
- E. This warranty does not cover degraded panels caused by abrasion, chemical cleaners or damaged caused by other products, steel shavings or minute particles from sawing sparks that come into contact with the painted finish, improper storage or moisture entrapment in bundles during transit or storage.

- F. Slight color variations between separate orders are considered normal and not covered by this warranty.
- G. This warranty will not be applicable to any damage or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotion, war, radiation, or other similar or dissimilar occurrences beyond Imark Inc.'s control; and Imark Inc. agrees to repair or replace, at its sole cost and discretion, any Alura Panel Prefinished Woodgrain of such defects as shall have been proven by customer to the satisfaction of Imark Inc. not to be in compliance with the aforesaid warranty. The above obligation of Imark Inc. is expressly conditioned upon (i) receipt by Imark Inc. of notification in writing from Customer of any claimed non-compliance with the warranty pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within twenty five years after the date of each shipment; (ii) full compliance by Customer with instructions given by Imark Inc. whether in written or oral form, and normal practices of the design, construction and real property industries.
- H. If it is determined by Imark Inc. that a claim for a defective finish on Alura Panel Woodgrain Metal is valid, the remedy for the claim shall be at the sole discretion of Imark Inc.'s to replace the defective product or refund the purchaser the price paid for Alura Panel Prefinished Woodgrain.

THIS WARRANTY AND REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED AND INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL IMARK INC. BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF PROFITS) SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF OR IN CONNECTION WITH ANY REACH OF THIS WARRANTY BY IMARK INC. EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFULNESS OF IMARK INC.

All notices given under or pursuant to this warranty shall be in writing in English and sent by Registered or Certified Mail, postage prepaid, return receipt requested to:

Imark Inc. 14440 -123 Avenue, Edmonton, AB, T5L 2Y3 CANADA

