

**APEX FAÇADE SYSTEMS LIMITED WARRANTY AND LIABILITY**

This limited warranty (the "Warranty") concerns aluminum entrances, windows, curtain wall and sloped glazing products with an anodized finish (collectively and individually, "Apex Façade Products") that are manufactured by Apex Facade Systems, a division of Apex Aluminum Extrusions Ltd. ("Apex").

**WARRANTY COVERAGE**

Apex warrants for a period of two (2) years from the date of invoice (the "Warranty Period") that Apex Façade Products when handled, stored, installed and maintained in accordance with Apex's written instructions, will be free from manufacturing defects ("Defects"), subject to the terms and conditions herein.

**EXCLUSION OF OTHER WARRANTIES**

This Warranty is the only warranty applicable to the Apex Facade Products and excludes all other express or implied warranties, whether oral or written, including, but not limited to, any implied warranty of merchantability or fitness for a particular purpose, or any warranties otherwise arising from the course of dealing or usage of trade. No other express warranty has been made or will be made on behalf of Apex with respect to the Apex Façade Products. No representative or other person is authorized to offer any other warranty or assume any other liabilities on behalf of Apex.

**CONDITIONS**

This Warranty applies only to Apex Façade Products that are:

- 1) used and maintained in accordance with the technical specifications as set out from time to time in Apex's product catalogue, currently available at [www.apexfacades.com](http://www.apexfacades.com); and
- 2) installed by an authorized Apex dealer.

This Warranty does not provide a remedy for any damage to an Apex Façade Product caused wholly or partially by:

- 1) failure to handle the Apex Façade Product in accordance with the American Architectural Manufacturers Association ("AAMA") Publication 10, "Care and Handling of Architectural Aluminum From Shop to Site" as amended from time to time;
- 2) failure to maintain any anodized materials in accordance with AAMA 609 and 610-2 "Cleaning and Maintenance Guide for Architecturally Finished Aluminum" as amended from time to time;
- 3) installation that is contrary to Apex's installation instructions;
- 4) installation that does not comply with good commercial installation practices;
- 5) lack of maintenance;
- 6) intense thermal or physical stresses;
- 7) normal wear and tear;
- 8) acts of God;
- 9) accidents, fire, flood or other unforeseeable circumstances;
- 10) negligence, misuse, or abuse;
- 11) color changes; or
- 12) frost or condensation on aluminum or glass and/or other parts due to inadequate building envelope construction.

**REMEDIES**

Any purchaser of an Apex Façade Product ("Purchaser") claiming under this Warranty ("Claimant") will notify Apex of any Defect in the Apex Façade Products during the Warranty Period set out herein by providing a written statement describing the Defect together with any supporting evidence of such Defect reasonably required by Apex (the "Warranty Claim"), provided that the Warranty Claim must be delivered to Apex within thirty (30) calendar days from the initial date upon which the Claimant discovered the Defect. If Apex, acting reasonably, determines that this Warranty applies to such Defect, in its reasonable opinion, Apex shall, at its option, repair or replace the Apex Façade Product(s) or part thereof containing the Defect (the "Defective Product") with a product or part that is, in Apex's reasonable opinion, either identical, similar, or of like quality ("Replacement").

This Warranty does not cover costs not directly associated with Replacement, including but not limited to the cost of labor, miscellaneous materials or freight costs required to remove, deliver and/or replace the Defective Product.

Apex reserves the right, at its sole discretion, to refund the original price received by Apex for the Defective Product in lieu of and in substitution for the remedy of Replacement.

Apex reserves the right to make changes to or improve any Apex Façade Product at any time without any obligation to incorporate or install such changes or improvements to any Apex Façade Product already fabricated and/or supplied.

**EXCLUSION OF OTHER REMEDIE**

Notwithstanding any other provision in this Warranty or any other agreement with the Purchaser or applicable statutory provisions, the foregoing limited warranty is the sole and exclusive remedy of the Purchaser against Apex. In no event will Apex be liable or responsible for any direct or indirect, consequential or special damages arising from or in connection with the Purchaser's use of the Apex Façade Products, inability to use the Apex Façade Products, any other defect of the Apex Façade Products or other indirect

damages with respect to loss of property, revenues or profit or for removal, installation or re-installation of the Apex Façade Products. Without limiting the foregoing, the Purchaser agrees that Apex shall not be liable or responsible in any way to the Purchaser or any other person for any injury arising from or out of the Purchaser's use or installation of the Apex Façade Products or any loss or damage to property (including loss of use thereof) of the Purchaser or any other person from any cause whatsoever whether or not any such injury, loss or damage results from any fault, default, negligence, act or omission of Apex, or its agents, servants, employees or any other person from whom Apex is in law responsible.

**RESPONSIBILITY OF CLAIMANT**

Any Claimant shall be responsible for (i) having used and maintained the Apex Façade Products in accordance with the technical specifications as set out from time to time in Apex's product catalogue, currently available at [www.apexfacades.com](http://www.apexfacades.com); (ii) having the Apex Façade Products installed by an authorized Apex dealer; (iii) establishing the date of invoice of the Apex Façade Product and all other facts required to establish a right of relief under this Warranty; and (iv) retaining any records, which could prove when and how the Apex Façade Products were installed and maintained. Strict compliance with the foregoing items shall be a condition to Apex's obligations under this Warranty and any failure to do so will void any rights such Claimant may have against Apex.

**EXCLUSIONS FROM WARRANTY COVERAGE**

The following items are expressly excluded from this Warranty: insulated glass units, panels, hardware, fasteners, painted finishes and other materials that are included in any Apex Façade Product, but were manufactured or supplied by a third party manufacturer. This Warranty will not apply to any Apex Façade Product and/or to any services provided by Apex that are have not been paid for in full.