



ANODIZED FINISHES LIMITED WARRANTY AND LIABILITY

This warranty is in addition to Riot Glass, Inc's standard product warranty.

Riot Glass, Inc (RG) warrants for a period of five (5) years from the date of shipment that all exposed anodized aluminum furnished by RG and specified to be processed to Aluminum Association Standards (AAM12C22A31, A34, A41 or A44) shall conform to the following, provided it is installed in and exposed to normal atmospheric conditions.

The said aluminum will not develop excessive fading or excessive non-uniformity of color, and will not crack, peel, pit, or corrode, all within the limits defined as follows:

“Excessive fading” means that all change in color during the period of this warranty shall not exceed 10% or a value of 4, whichever is greater, above or below the original limits of acceptable color range for the color specified. Color is expressed in units of color measures (Delta E) derived by photo-electric trisinus colorimetry as described by circular B-429 of the National Bureau of Standards.

“Excessive non-uniformity” means non-uniform fading during the period of this warranty to the extent that adjacent RG extrusions have a color difference greater than the original limits of acceptable color expressed in the same system of color measurement described above.

“Will not pit or corrode” means that there shall be no pitting or other type of corrosion discernible by the naked eye from a distance of 10 feet resulting from the natural elements in the atmosphere at the project.

This warranty applies only if such anodized material is installed in strict accordance with RG's recommended practices and maintained in accordance with American Architectural Manufacturers Association (AAMA) publication number 609 & 610-15 “Cleaning and Maintenance Guide for Architecturally Finished Aluminum”.

This warranty does not cover, and RG hereby expressly disclaims, all liability for and with respect to any material which has been subject to unnatural atmospheric conditions, aggressive chemicals, abuse, alteration, modification, neglect, misuse, abnormal use, accident, fire, war, flood, earthquake, or acts of God.

RG's sole responsibility to provide a remedy under this warranty shall be limited to either a refund of the purchase price of the defective product, or to repair or provide a replacement of the defective product. The refund, repair, or replacement shall constitute the limit of RG's liability and obligation for any material defect or defect in workmanship in the anodized finish.

This warranty is exclusive, and RG makes no other warranty, express or implied, including without limitation, any implied warranty of merchantability or fitness for a particular purpose. In no event shall RG be liable under any legal theory (including but not limited to contract, negligence, strict liability in tort, or warranty of any kind) for any indirect, special, incidental, consequential, or exemplary damages (including, but not limited to, lost profits).