



# NORDSTROM METAL

**Bauer Design Build**

**14030 21<sup>st</sup> Avenue N.**

**Plymouth, MN. 55447**

**Attn: Mike LaQua**

**November 7, 2018**

**RE: Whirlyball**

**To whom it may concern,**

**Nordstrom Metal will furnish a Larson/Alucoil 30 year finish warranty at the completion of the project when all of the Aluminum composite metal panels are installed.**

**Regards,**

**Mike Quinn**

A handwritten signature in black ink, appearing to read 'Mike Quinn', with a stylized flourish at the end.

**Estimator.**



## Limited 30 Year Paint Finish Warranty

This limited warranty ("Limited Warranty") is provided by Alucoil North America, LLC ("Alucoil") to Enter company name ("Owner") having offices at Enter company address relating to the Enter project name ("Project") located at Enter company address with a substantial completion date recorded as Enter Date. The corresponding Alucoil Order Number is Enter Alucoil PO number and invoice number(s) are Enter Alucoil Invoice Number(s).

Alucoil North America, LLC ("Alucoil") warrants that the painted finish on the product listed above will retain its Film integrity, Color and Chalk, as defined below, after the installation of the painted MCM consistent with the table attached hereto.

### Definitions:

1. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming the pre-painted sheet.
2. Color Change shall be defined as freedom from fade or change as warranted at 5  $\Delta E$  units calculated in accordance with ASTM D2244-02, paragraph 6.2.2 CIE  $L^*a^*b^*$ ,  $10^\circ$  Observer, specular included. Color Change is measured on an exposed painted surface that has been cleaned of surface soils and chalk and then compared to corresponding values measured on the original or unexposed coated surface.
3. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214-98 as warranted at 8  $\Delta E$  units

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS. ALL OF THE FOLLOWING CONDITIONS AND ADDITIONAL CONDITIONS CONSTITUTE MATERIAL TERMS OF THIS LIMITED WARRANTY AND FAILURE TO SATISFY ANY ONE OR MORE ARE OF THE CONDITIONS OR ADDITIONAL CONDITIONS BY OWNER OR THEIR AGENTS OR REPRESENTATIVES SHALL RENDER THIS LIMITED WARRANTY NULL AND VOID AND RELEASE ALUCOIL FROM ITS OBLIGATIONS HEREUNDER.

### Limitations:

1. Non-uniform color changes that result from unequal exposure to sunlight and/or the elements are not covered by this Limited Warranty unless such color change meets the definition of Color Change above.
2. This Limited Warranty does not extend to, or cover: (a) damage to the Product occasioned by improper storage of the coated MCM prior to installation or moisture or other contamination detrimental to the Product because of improper packaging, handling, shipping, processing and/or installation; or (b) damage to the Product which suffers from improper forming, fabrication, cut edge exposure, corrosion of the substrate or any other condition between the substrate and coating which causes coating degradation or delamination or (c) any external contaminant or condition which causes coating degradation or delamination.



3. This Limited Warranty does not cover damage or failure of Product which damage or failure is attributable to acts of God, falling objects, external forces, explosions, fire, or other such similar or dissimilar occurrences beyond Alucoil's control.
4. Owner's sole and exclusive remedy, and Alucoil's liability under this Limited Warranty will be limited, at Alucoil's option, to recoating or replacing the MCM with the Product claimed to be defective. Under no circumstances will Alucoil be held liable for any incidental, special, punitive or consequential damages.
5. Alucoil must approve any recoating of the Metal substrate through submission of three (3) estimates that each includes the name of the coating products to be used, labor and material costs as well as any other costs associated with the work for refinishing or replacing the metal substrate. Alucoil reserves the right to approve or negotiate the contract for such recoating or replacement work if the initial estimate is unacceptable to Alucoil. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.
6. In the event of any subsequent failure of any recoated or replaced coated MCM, the Owner shall first make any claims against the supplier of those replacement materials.
7. The warranty for any refinished or replaced metal substrate shall be only for the remainder of the original warranty period applicable to the original coated metal substrate.
8. EXCEPT AS EXPRESSLY PROVIDED ABOVE, IN NO EVENT SHALL ALUCOIL BE LIABLE UNDER ANY THEORY OF RECOVERY, WHETHER BASED ON NEGLIGENCE OF ANY KIND, STRICT LIABILITY OR TORT, FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE INCIDENTAL OR CONSEQUENTIAL DAMAGES IN ANY WAY ARISING OUT OF THE PURCHASE OF THE PRODUCT OR FROM ANY POSSESSION OR USE MADE OF A PRODUCT.
9. This Limited Warranty is given solely to the Owner and is non-transferable and non-assignable.
10. The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the warranty table.

EXCEPT AS SET FORTH HEREIN, ALUCOIL MAKES NO OTHER EXPRESS WARRANTIES AND DISCLAIMS ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, WITH RESPECT TO ANY OF THE PRODUCTS.

Miscellaneous:

1. All notices given under or pursuant to this Agreement shall be in writing and documented in any of the following forms: personally delivered, via email, fax, or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

Alucoil                      Alucoil North America LLC  
                                 1976 Joe Rogers Jr Blvd  
                                 Manning, SC 29102  
                                 ATTN: Warranties Department

2. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this Limited Warranty shall be binding on Alucoil unless made in writing and signed by its authorized representative.



3. This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, United States of America without giving effect to any choice of conflict of law provision or rule that would cause the application of the law of the jurisdiction other than South Carolina.

Alucoil North America, LLC

Signature: \_\_\_\_\_

By: Samuel Chastain – VP & General Manager

Date: [Click here to enter a date.](#)

Example Only



## WARRANTY TABLES

Warranty in years for all Exposure Conditions			
Type of Environment or Location	Film Integrity (Years)	Color $\Delta E \leq 5.0$ (Years)	Chalking $\geq 8$ Rating (Years)
Residential, Commercial and School – Buildings used for habitation Distribution Centers, Hotels, Shopping Malls, Office Buildings Assembly Factories and Schools located in rural or residential areas	20	20	20
Industrial – Steel mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills, or other unusual environmental exposure	10	No Warranty	7
Severe Marine – Less than one mile of salt water. (Standard two coat system)	15	15	15
Severe Marine – Less than one mile of salt water. EXTENDED WARRANTY REQUIRES: Thick film primer over steel, not required over aluminum Clear coat required over both aluminum and steel	20	20	20

THIS WARRANTY IS FOR PRODUCTS USED FOR TRIM AND SIDEWALL APPLICATIONS ONLY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS SOLD BY ALUCOIL USED IN THE CONTINENTAL UNITED STATES, ALASKA, CANADA, AND MEXICO (HAWAII AND THE CARIBBEAN EXCLUDED) unless Alucoil specifically and in writing notifies the Customer otherwise prior to sale of the Product

Alucoil retains the right to determine the Environmental Location condition during a warranty investigation and may deem the specific warranty performance based on close proximity to one of the severe environmental conditions noted above.

This limited warranty is intended for use only for those applications shown above. Customer is required to consult with Alucoil before any installation takes place if this product is used for a different end use.

For the purpose of this Limited Warranty, Standard Colors use a group of pigments suitable for the majority of color matches. Some color requests cannot be formulated with durable pigments and will not carry the above mentioned warranty.

FOR ALL INDUSTRIAL APPLICATIONS - Customer is required to consult with Alucoil before any installation takes place and Alucoil reserves the right to change the terms of this warranty based on the findings of such environmental exposures and/or conditions.

FOR ALL SEVERE MARINE APPLICATIONS - Owner is required by Alucoil to perform annual maintenance of the building in the form of a sweet water rinse (tap water). Owner is required to keep records of such maintenance for the warranty to be enforceable.