

METAL COMPOSITE PANEL WARRANTY

To: (“Customer”)

From:

Mitsubishi Plastics Composites America, Inc

Project Name and Location:

Complete Physical Address Required
Including City, State and Zip Code

Commencement Date of Warranty:

Required

Mitsubishi Plastics Composites America, Inc (MPCA) hereby warrants to Customer that the metal composite panels of **Thickness – Skin Type/Finish** to be supplied by MPCA to Customer pursuant to order placed by Customer and accepted by MPCA are, at the time of shipment, free from defects which would cause the said panels to delaminate to the extent that unevenness of the surface of said panels is visually recognizable by a normal person. This warranty is not applicable to defects of any other sorts or deterioration resulting after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, cut edges exposed to outdoor atmosphere, depreciation, wear and tear, building subsidence, acts of God, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner occupant to do normal maintenance.

MPCA agrees to repair or replace, at its sole cost and discretion, any metal composite panels of such defects as shall have been proven by customer to the satisfaction of MPCA not to be in compliance with the aforesaid warranty. The above obligation of MPCA is expressly conditioned upon (I) receipt by MPCA 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 **ten (10) years** after the date of each shipment; (ii) full compliance by Customer with instructions given by MPCA whether in written or oral form, and normal practices of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining such metal and composite panels (“Instruction and Practice”); and (iii) provision by Customer to its employees, contractors and customers with relevant parts of Instruction and Practice.

Customer's failure to satisfy any of the above three conditions shall be construed as the waiver by Customer of any right it may have to enforce this warranty.

No warranty, expressed or implied, other than specifically set forth above is given or is to be implied with respect to any material furnished by MPCA and MPCA expressly disclaims all other expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose.

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 MPCA 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 MPCA EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFULNESS OF MPCA.

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:

Mitsubishi Plastics Composites America, Inc.
ALPOLIC Materials Division
Customer Service
401 Volvo Parkway
Chesapeake, VA 23320

Accepted By:

MITSUBISHI PLASTICS COMPOSITES AMERICA, INC.

Date