



Trulite Glass & Aluminum Solutions Finishes: Limited Warranty

WARRANTY COVERAGE:

Subject to the terms and conditions set forth below, Trulite Glass & Aluminum Solutions, LLC (“Trulite”), warrants that when used in accordance with (i) our technical data sheets and other written instructions, (ii) applicable building codes and regulations, and (iii) prescribed standard industry practices, the products identified under the “Finish” column in the “Warranty Length Table” set forth below (the “Products” and each a “Product”) will:

1. be free from defects resulting in peeling, checking or cracking (except as may occur on tightly roll-formed edges or brake bends at the time of forming pre painted sheets and which is accepted as standard or spangle cracking of the zinc layer in the case of galvanized steel);
2. not chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedure as defined by the ASTM D 4214-89 “*Standard Methods of Evaluating Degree of Chalking of Exterior Paints*”; and
3. not fade or change color more than five (5) Delta-E Hunter units (square root of the sum of Delta L, Delta A and Delta B) as determined by the methods in ASTM D 2244-93 3.7.1 and 3.8.4, when measured on (i) exposed surfaces which have been cleaned of external deposits and chalk and (ii) original or unexposed painted surfaces, provided, however, it being understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

This Limited Warranty shall continue for each of the Products for a period of years equal to that which is set forth next to each Product under the column “Limited Warranty Period” in the “Warranty Length Table” set forth below (the “Limited Warranty Period”). In each case, the Limited Warranty Period shall begin from the date of shipment. This Limited Warranty shall be conditioned upon and subject to the installer, general contractor, architect of record or owner’s (each a “Customer”) determination that the Product is suitable for and compatible with the Customer’s intended use, and such determination shall be the sole responsibility of the Customer.

Warranty Length Table	
Finish	Limited Warranty Period
Class II Anodized	2 year
Class I Anodized	5 Year
Trukote 1000	1 year
Trukote 6000	6 year
Trukote 10K	10 year

EXCLUSIONS FROM WARRANTY COVERAGE:

The following are specifically excluded from coverage under this Limited Warranty:

the failure of, damage to, or defects in the Products resulting from or caused by: corrosive aggressive atmospheres such as those contaminated with chemical fumes or salt spray; improper usage; use of cleaners, solvents, acids, alkalis or any other chemicals on or around finished Products; faulty building construction or design; Acts of God, including, but not limited to hurricanes, flooding, earthquakes or other types of natural disasters and/or abnormal weather conditions; acts of negligence, or the misuse or abuse of the Products; improper installation; failure to comply with our technical data sheets and other written instructions, applicable building codes and regulations, and standard industry practices; incompatibility with other coatings, sealants, gaskets, lubricants, insulation or any other materials; normal wear and tear due to usage; and scratches or abrasions to the Products. This Limited Warranty will be null and void in the event that full payment is not received for goods and services within the agreed upon terms of sale.

YOUR LEGAL RIGHTS:

THERE ARE NO EXPRESS WARRANTIES OTHER THAN THOSE CONTAINED IN THIS LIMITED WARRANTY. TO THE EXTENT PERMITTED BY LAW, ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE **IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXCLUDED**. ANY IMPLIED WARRANTIES ARISING BY OPERATION OF LAW ARE LIMITED IN DURATION TO THE TERM OF THIS LIMITED WARRANTY, BUT SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. NO IMPLIED WARRANTY CAN BE MODIFIED BY ANY COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. This Limited Warranty: (i) is limited to the original purchaser and is nontransferable; (ii) replaces all previous warranties; and (iii) applies only to purchases and installations within the United States on or after Jan 1, 2011.



FILING A CLAIM:

To file a claim under this Limited Warranty, you must contact us, in writing, within fifteen (15) calendar days of the discovery of an alleged manufacturing defect in a Product, at Trulite Glass & Aluminum Solutions LLC, Attn: Technical Services Department, 10200 N.W. 67th Street, Tamarac, Florida 33321. Proof of purchase must be submitted with any notice of claim. We have the right to physically inspect an installation site and obtain samples from that job installation and of the Products used in that installation before we determine the validity of your claim. Your claim must be received and evaluated by us before any repair or replacement work is performed; otherwise, this Limited Warranty will be null and void. For additional information regarding our warranty policy, please refer to our website at www.trulite.com.

YOUR EXCLUSIVE REMEDY:

If a Product is proven defective within the Limited Warranty Period, then as your sole remedy, Trulite will replace the defective Product without charge, FOB to the Trulite location nearest to the place of installation or, at Trulite's option, refund the purchase price of the defective Product. Trulite will not be liable for any other expenses involved in the removal of such Product, installation of a replacement Product, or any other incidental or consequential damages, including, without limitation, attorney's fees. The warranty for any replacement Product shall be limited to the terms and conditions of this Limited Warranty and shall continue for a period of time equal to the remainder of the Limited Warranty Period provided hereunder.