



DMI Wall Panel XX Year Weathertightness Limited Warranty

Dimensional Metals, Inc. (hereinafter referred to as "DMI"), our Customer, and/or the Installer (if different than our Customer) whose signature appears below severally warrant to the below-named Owner that subject to all terms, conditions, limitations, allocations and responsibilities stated herein, DMI's materials and Installer's workmanship on the above-named building will be adequate to prevent leaks for XX years commencing with the date of completion of installation of the subject Wall Panels.

Building Owner

Building/Project Name

WALL PANEL COMPLETION DATE

Owner's Address

Building Location

WALL PANEL AMOUNT

Warranty Terms and Conditions

1. This warranty will be fully satisfied by correction of the Wall Panels, and any such corrections shall carry a warranty against leaks only for the remaining balance of the original XX year warranty period.
2. If upon DMI's inspection, DMI determines that the leaks in the Wall Panels are caused by defects in the Wall Panel material or in the workmanship of Installer, Wall Panel repair obligations shall then arise in accordance herewith, but Owner's remedies and DMI's and Installer's liabilities shall in any event be limited to repair of the Wall Panels, subject to the limitations set forth herein. Otherwise, neither DMI nor Installer shall have any liability. DMI's total cumulative liability under this warranty agreement is limited to the dollar amount paid to DMI in exchange for the materials furnished by DMI. The Installer's total cumulative liability is limited to the original dollar amount paid to the Installer for the installation of the Wall Panels.
3. Neither DMI nor Installer shall have any liability or responsibility under or in connection with this warranty agreement or otherwise if any one or more of the following shall occur:
 - a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water; corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant and the like; deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building; damage to the Wall Panels caused by natural disasters, including, but not limited to, lightning, or any gale force wind, hurricane, fire, explosion, tornado, or earthquake or other accident or casualty; damage as a result of standing water or ice, damage caused by workers (other than workers of Installer or DMI); vandalism acts of war, falling objects or acts of God.
 - b) Failure by any contractor or subcontractor to follow DMI's recommended installation instructions for the storage, handling, layout, design and erection of the Wall Panels, or other faulty or improper installation. Under this clause, only DMI will be relieved of any liability. If, after installation of the Wall Panels by Installer, there are any alterations, such as, but not limited to, structures, fixtures, or utilities being placed upon or attached to the walls without prior written authorization from DMI
 - c) Framework and foundation of building must be of quality construction to prohibit settling or racking, use of sound construction practices by other contractors, improper fabrication in the event fabrication is by other than DMI other than formed trim.
 - d) If there is any failure by the Owner or lessee or other occupant or user to use reasonable care in maintaining the wall panels, or if Owner fails to comply with every term and/or condition stated in this warranty agreement.
 - e) Other such similar or dissimilar occurrences beyond DMI's control.
4. Notwithstanding any other provision of this warranty agreement, DMI shall not have any liability or responsibility at any time for or as a consequence of any condensation corrosion which is or was caused at any time in part or wholly by any condensation resulting from inadequate ventilation of the space between the wall panels and other insulation placed behind the wall panels.
5. DMI shall not have any liability or responsibility under or in connection with either the warranty agreement or otherwise in the event of a failure by any contractor or subcontractor to follow DMI's standard details or DMI approved details and use DMI's supplied or DMI's specified accessories including but not limited to all gaskets, extruded trim, fabricated trim, fasteners, sealants, mastics, and clips approved in advance, in writing, by DMI. These accessories are defined on DMI General Note Drawings.
6. DMI's liability or responsibility under or in connection with either this warranty or agreement or otherwise is null and void if the Wall Panels are not engineered by DMI or detailed and designed in accordance with DMI guidelines, drawings, general notes, and procedures.
7. DMI reserves the right to inspect the Wall Panels during installation and/or after completion prior to acceptance.
8. The wall area must be cleaned of all debris and the walls washed down at least once per year and a written report issued to DMI as to the condition of all materials covered by this warranty.
9. Neither DMI nor Installer shall have any obligations under this warranty agreement until all invoices for installation, materials and services have been paid in full to each of DMI and Installer. This must include payment to DMI for the additional cost of this warranty agreement.
10. Neither DMI's nor Installer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
11. THIS WARRANTY AGREEMENT CONSTITUTES THE FULL AND COMPLETE WARRANTY OF DMI AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES WHETHER EXPRESS OR

IMPLIED. INCLUDING BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR ANY PARTICULAR PURPOSE.

12. If the subject walls are covered by products of more than one Wall Panel, curtainwall, or window, etc, products manufacturer, this warranty agreement applies only to those portions of such walls which are covered solely by DMI manufactured or supplied products (interfaces are specifically excluded).

13. During installation and the term of this warranty agreement, DMI or their representatives or employees shall have free access to the building during regular business hours.

14. Any claim made hereunder must be presented to DMI in writing within the warranty period and within thirty (30) days after discovery of the same. Failure to do so shall automatically render this warranty agreement void. The Owner must allow representatives of DMI or Installer reasonable opportunity to inspect the material and installation claimed to be defective prior to removal or repair. If, after inspection of the material, the determination is made that the claim is valid, the defective material or workmanship shall be corrected in accordance with the terms hereof. DMI shall, at its option, have the right to negotiate and approve any contract or arrangement pursuant to which any replacement, repair or restoration covered by this warranty is to be done. DMI reserves the right to discontinue items in its product line. Should the product covered under this warranty be discontinued, DMI shall have the right to substitute a product of equal quality and price at its discretion. It is understood that normal exposure to the elements may preclude a perfect color match with replacement.

15. DMI AND INSTALLER SHALL IN NO EVENT BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, LOSS OF USE, DAMAGE OR LOSS TO THE BUILDING, ITS CONTENTS OR OTHER MATERIAL OR CLAIMS OF THIRD PARTIES, RESULTING FROM ANY CAUSE WHATSOEVER, IT IS EXPRESSLY AGREED THAT THE REMEDIES UNDER THIS AGREEMENT SHALL BE EXCLUSIVE. THE REMEDIES PROVIDED HEREIN ARE IN LIEU OF ALL OTHER REMEDIES WHETHER THE CLAIM IS BASED ON THIS WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT LIABILITY OR OTHERWISE.

16. This warranty agreement is given to the above named Owner only and is not transferable.
17. DMI and the Installer severally warrant the performance of the Wall System, DMI for the material performance, and the Installer for the installation. DMI will coordinate any and all remedial action that may be deemed necessary under this warranty.
18. The warranty expressed herein shall become effective only upon the execution hereof by DMI, the Installer, Customer (if other than installer), and the Owner named above. This agreement contains the entire agreement of the parties with respect to the subject matter hereof. This agreement can only be changed or amended in writing executed by all parties hereto. This Limited Warranty shall be governed by the laws of the State of Ohio. Jurisdiction and venue for any dispute in connection with this warranty shall be fixed in Franklin County, Ohio

Installing Contractor

Signature Title Date

Building Owner

Signature Title Date

Dimensional Metals, Inc.
58 Klema Drive North - Reynoldsburg, OH 43068 (740) 927-3633

Signature Title Date