

## GLAZING MATERIAL (10 YEAR) WARRANTY

**DANPALON POLYCARBONATE PANELS** are guaranteed to the original end user, subject to the conditions below for a period of 10 years from the original date of substantial completion. The 10 year warranty relates to the following properties:

- A. The light transmission measured in accordance with ASTM D1003-77 shall decrease by no more than six percent after 10 years in comparison with the original value.  
B. After exposure to heat of up to 300°F, for 25 minutes:

- B1 - The light transmission measured in accordance with ASTM D1003-77 shall not change in excess of 6%.  
B2 - The color shall not change (ASTM D-2244) and (YI) per ASTM D-1925.  
B3 - No delamination shall occur to the panel which is subjected to a load of 10 pounds per square foot in a manner that would tend to cause delamination of the face.

In addition, *Danpalon, 16mm, 12 mm, 10mm, 8mm, 4mm thick, D2F or Solaquad, UniQuad, Toplite Polycarbonate Panels*, are guaranteed to the original end user, subject to the conditions below for a period of five years from original date of purchase, that no breakage shall occur due to limited impact by hail. Pertaining to this warranty, impact refers to a hail test simulation as per ASTM E-822-81; in the practice of this test no penetration of hail stone will occur through the surface of the panel for hail stone smaller than 1-3/16" in diameter that hit the surface at final velocity of up to 82 ft/sec. This warranty does not cover impact failure caused by intentional or non-intentional means.

**Conditions:**

1. This warranty is valid for the end user provided full payment has been made to CPI per CPI term of payment.
2. CPI'S sole obligation, whether in contract, in tort, or otherwise, shall be limited to replacing the panels or refunding the original purchase price at their discretion. CPI shall not be liable for consequential, incidental, or special damages. Under no circumstances shall CPI be liable for any amount greater than the purchase price of the panels.
3. This warranty applies only to panels fabricated, installed and cleaned according to CPI recommendations.
4. *Danpalon* is protected on the exterior side against the adverse effects of weather and UV radiation and this warranty applies only where the panel is exposed solely on its protected side to the effects of weather and UV radiation. *Danpalon* must be protected against the adverse effects of chemicals.
5. The warranty period commences on the date of substantial completion. A warranty claim shall be considered valid only if the limited registration shown below is completed signed and returned to CPI by the contractor/owner within 90 days from the warranty effective date. This warranty does not cover(re) installation or fabrication expenses or any other direct or indirect loss(es) which may result from panel failure..
6. Every warranty claim must be reported in writing to CPI within the warranty period and immediately after occurrence of the defect, enclosing copy of the warranty. The claimant must certify that the conditions above have been fulfilled and must allow inspection at the installation. If a warranty claim is deemed justified and is filed within the first five years of the warranty period, CPI shall provide free replacement panels. CPI may opt to refund the original panel purchase price. During the subsequent years of the warranty period as above, CPI will provide to the original purchaser replacement panels at a cost of 1/120 of the price in effect at the time of the warranty claim for each month from the date of original sale. The failed *Danpalon* panels must be returned to CPI.

Exceptions to this warranty are: failures or damages resulting from vandalism, fire, terrorism or natural disasters, mold/pollution, disregard of storage or installation instructions, general negligence while working with or transporting panels, installations or structures not conforming to recognized standard of construction, loss of light transmission caused by accumulation of dirt or lack of maintenance, or a force majeure which exceeds design specifications.

THE WARRANTIES STATED IN THIS PUBLICATION ARE IN LIEU OF ALL WARRANTIES (EXCEPT OF TITLE) WRITTEN OR ORAL, STATUTORY, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSES.

### DANPALON WARRANTY REGISTRATION

Owner Name and Address

City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180-3261

Project No. and Name:

CPI# 42518

Vicksburg Convention Center  
1600 Mulberry Street  
Vicksburg, MS 39180-3517

Effective: Date of Substantial Completion

CPI Dayfighting, Inc. ("CPI")

Date

Owner Signature

Date

Contractor Authorized Signature

Date

## **10 YEAR LIMITED FINISH WARRANTY**

CPI warrants that for TEN (10) years after the Effective Date, the aluminum finish:

- a) Will resist cracking, crazing, flaking, or blistering, (any forming or welding must be done prior to finishing. Post forming or welding will void this Warranty);
- b) Will not change color more than 5 (FIVE) Delta-E Hunter units (square root of the sum of square Delta L, Delta a, and Delta b) as determined by ASTM method D-2244. It is acknowledged that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

If you believe the paint finish performed has failed to comply with the terms of this Limited Warranty, you must notify CPI of the alleged failure in writing within thirty (30) days after your discovery of the alleged defect, otherwise this Warranty is void as to that claim. Upon receipt of your written notice of claim, CPI shall determine the exact cause of the failure using ASTM, AAMA and NCCA testing procedures. Your cooperation and assistance will be necessary to make these determinations. Should CPI determine at its sole discretion, that the painted finish performed has failed to comply with the terms of this Warranty, CPI will repair, or replace the part, at its sole discretion. If CPI refinishes, it will use matching paint. CPI reserves the right to approve any contract to rectify the defective product. This Warranty applies to the part refinished, repaired, reclad, or replaced for the unexpired portion of the Warranty period.

This Warranty does not apply when things that we don't control cause the failure. These include, but are not limited to Acts of God, fire or other casualty or physical damage; Government restrictions; Acts of aggression; Harmful fumes or foreign substances in the atmosphere; Improper storage or packaging of the part before installation (e.g. water damage due to condensation); Product failure due to improper usage and/ or applications; Failure to provide reasonable routine and documented maintenance, and/or improper maintenance, including, but not limited to, use of chemical cleaning agents not in accordance with AAMA recommendations or failure to use a systematic maintenance cleaning program in areas of high salt concentration/ Corrosive atmosphere found in the interior of buildings, which affect the interior surface of material; Standing or ponding water on the metal; Excessive building movements; Work performed or materials supplied by others; Post forming or welding of parts; Improper treatment of finish material, such as scratching or abrading during fabrication or installation, or fabrication at temperatures below 60\* F; Defects in the metal or in the fabrication (e.g. die lines, pitting, travel marks, etc); Previously painted material unless it has been stripped to bare aluminum. Material, which is used outside the continental United States, unless expressly approved in writing by CPI. Corrosion of the metal substrate; Finish deterioration originating from unpainted or exposed metal, such as unfinished saw cuts, unfinished joinery edges, punches, weep holes, or drill holes; Incompatibility between materials, including, but not limited to, Galvanic corrosion due to contact with adjacent dissimilar metals such as stainless steel, etc; paint applied to secondary billet aluminum containing contaminants; Damage to the painted metal occasioned by moisture or other contamination detrimental to the finish because of improper storage of the finished metal prior to installation as outlined in AAMA publication 10, "Care and handling of Architectural Aluminum from shop to site"

The legal remedies described in this Limited Warranty are the sole exclusive remedy of Customer. This Limited Warranty will be void if payment from Customer is not received within a commercially reasonable time frame. CPI MAKES NO OTHER WARRANTY, EITHER EXPRESS OR IMPLIED,

REGARDING ITS PRODUCTS, OR ITS SELECTION AND APPLICATION, INCLUDING, BUT NOT LIMITED TO, COMPLIANCE WITH BUILDING CODES, SAFETY CODES, LAWS, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Total liability for CPI under this Limited Warranty for any reason or origin is limited in total to the original purchase price for finishing the part(s).

This Limited Warranty is extended solely to the Customer. It is nontransferable and non-assignable, and the Customer shall not permit or authorize its employees, agents, representatives or customers to claim, represent or imply that this Limited Warranty extends or is available to anyone other than the Customer.

In the event of a material breach by the Customer of any of the conditions of this Warranty, CPI shall have no liability for any Product failure claims.

Failure to pay CPI in full for original finishing services will automatically make this warranty null and void.

CPI will not be liable for incidental or consequential damages of any kind. The limited warranty of any products replaced or repaired under this Limited warranty shall be limited to the remainder of the original Warranty period. CPI reserves the right to reasonable field access to diagnose and repair any product alleged to be defective. This Limited Warranty may not be modified by anyone and may not be changed by such things as your purchase order forms or our acceptance forms, unless made in writing and signed by the president of CPI.

This Limited Warranty is provided in lieu of any other warranty requirements or obligations, including those of Project Specifications or Non-CPI General Conditions or documents.

By proceeding to use our products and services on your Project, you accept the terms of these limited warranties.

Owner Name and Address


City of Vicksburg  
1401 Walnut Street  
Vicksburg, MS 39180-3261

 2/12/17  
CPI Authorized Signature Date

Project No. and Name

CNT# 42518

Vicksburg Convention Center  
1600 Mulberry Street  
Vicksburg, MS 39180-3517

Owner Authorized Signature Date  
 2/27/17  
Contractor Authorized Signature Date

Effective: Date of Substantial Completion