

KANALCO LTD. *Aluminum Panel Systems*

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CUSTOMER: ABC COMPANY
OWNER: ABC CUSTOMER
PROJECT: ABC BUILDING

Kanalco hereby warrants to CUSTOMER/OWNER that the goods furnished hereunder shall conform to the sellers' current sales specifications. In accordance with common practice in the industry, Kanalco guarantees its aluminum panels for workmanship and finish. This warranty is limited to CUSTOMER/OWNER and is not assignable. This warranty does not apply to any claim or damage arising from or caused by improper maintenance, negligence, normal wear and tear, acts of God and accidents. No representative of Kanalco has authority to change this warranty in any manner whatsoever. Kanalco's guaranty of its aluminum panels shall extend for a period of ONE year for materials and workmanship and TWENTY years for panel paint finish (pending any limitations by the paint manufacturer), measured from the date of substantial performance. No action by CUSTOMER/OWNER, arising out of this sale shall be commenced later than one year after the cause of action.

KANALCO LIMITED MAKES NO REPRESENTATION OF WARRANTY OF ANY OTHER KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THEIR GOODS, WHETHER AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER MATTER.

The following procedures are to be used regarding warranty claims:

- A. Any warranty claim must be made in writing and mailed or delivered to Kanalco within (15) days after CUSTOMER/OWNER learns of the facts upon which the claim is based. All claims not made in writing and received by Kanalco within such time period shall be waived.
- B. Kanalco reserves the right to inspect or arrange for inspection of any jobs where there are replacement claims arising.
- C. All work under such contract between Kanalco and CUSTOMER must have been paid in full.
- D. No party has moved/alterd any such part of suspect damaged panels.

KANALCO'S LIABILITY FOR ANY AND ALL LOSSES AND DAMAGE TO BUYER RESULTING FROM ANY CAUSE WHATSOEVER INCLUDING KANALCO'S NEGLIGENCE, ALLEGED DAMAGE OR DEFECTIVE GOODS, IRRESPECTIVE OF WHETHER SUCH DEFECTS ARE DISCOVERABLE OR LATENT, SHALL BE LIMITED TO REPLACEMENT OF THE DAMAGED GOODS. IN NO EVENT, INCLUDING THE CASE OF A CLAIM OF NEGLIGENCE, SHALL KANALCO BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

KANALCO LIMITED

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Greg Iannarilli
President