

CLADIATOR®

LIMITED MANUFACTURER WARRANTY

Issued: FEB28, 2022

LIMITED 15 YEAR WARRANTY

1. What is Covered

CLADIATOR® warrants to the Owner of a building in the US or Canada in which the warranted CLADIATOR products are installed, for a period of fifteen (15) years commencing with the date of sale (“Warranty Period”) that its Listed Products, when used on or in a building, installed in accordance with the CLADIATOR instructions (“intended use”), will meet the specifications listed on the specification data sheets existing on the date of sale by CLADIATOR, subject to Section 5.

To qualify, all products must have been installed within six (6) months after the date of sale and must not otherwise be excluded pursuant to the terms set forth herein. “The Owner” is defined as the owner of a building or structure incorporating the CLADIATOR products at the time the warranty claim accrues. A “Listed Product” is a CLADIATOR product whose product packaging or specification data sheet states that the product is covered by the Limited 15-Year Manufacturer Warranty issued by CLADIATOR.

This Limited Warranty covers the following CLADIATOR® Listed Products: CL 300™ Thermally Isolated and Adjustable Cladding Support System, CL 600™ Slab to Slab Cladding Support System, CLADIATOR products produced for a third-party as a private label product, and all products from which CLADIATOR receives or has received a royalty, will fall under the same terms and conditions of this limited (15) year warranty.

2. Claims Process

The Owner, within 60 days after it or its representatives knew or should have known information suggesting a possible warranty claim, shall provide written notice to CLADIATOR, at the appropriate address below, including a full statement of the Owner’s identity, building location, product description and all other relevant information. With the written notice, the Owner must provide documentary evidence as to date of sale and installation including, for example, sales receipts. Failure to initiate the claim in this manner and within this timeframe voids this warranty.

3. Sampling and Testing

If, upon inspection by CLADIATOR or a CLADIATOR representative within the Warranty Period as defined herein, the CLADIATOR products do not conform to this warranty, CLADIATOR will, at its own election, redeliver the product with like quantities delivered to the original point of delivery, repair the product if removed by the claimant, or refund the original purchase price of the product. CLADIATOR’s liability and Owners remedies are limited to these options. The maximum value allowed by CLADIATOR for repair or credit shall not exceed the original purchase price.

All sampling and testing of CLADIATOR products subject to a claim under this warranty must be conducted in accordance with the prescribed methods from CLADIATOR and in the presence of a CLADIATOR representative, with 30 days written advance notice to CLADIATOR of the time of testing. All sampling and testing costs incurred by claimant in connection with a claim under this warranty are the sole responsibility of the claimant. CLADIATOR shall be entitled to split samples at its own expense.

4. One-time transfer of warranty.

This warranty is valid for the original Owner and one other Owner of the structure where the product(s) have been installed. Upon change of Ownership, this Warranty, if still in effect, may be transferred to the new Owner by the original Owner under the terms and conditions of this Warranty, provided that the transfer must be registered not later than 90 days after transfer of the legal title to the property on which the product is installed; and provided that after the transfer, the Warranty shall be prorated based upon the date of installation. The right to transfer this Warranty is limited to the original Owners and does not extend to transferees. If the transfer is not registered within ninety (90) days after transfer of the legal title, then CLADIATOR

shall have no further obligation under this Warranty.

5. Exclusions and Limitations

The warranty does not cover:

- Any damage or change to CLADIATOR products resulting from improper material installation, handling, shipping or storage, sunlight, water, fire, wind, accident, disaster, non-intended use, abuse, failure of other system components or modification.
- Damages incurred during transportation, assembly, or maintenance.
- Damage caused by physical or chemical abuse, material elements chemical incompatibility, anodized or powder coating coloration or corrosive reaction between materials, acts of vandalism, damage from excessive heat or uneven exposure to weather conditions, fire, flood, earthquakes, accident, high saline environments, acts of war, riots, civil commotions, acts of God, or other such occurrences.
- Being in contact with other chemicals to include sealants either during or in-use or bacterial or other natural ecological growth that may cause the acceleration of the oxidization process or damage the integrity of the materials.
- Exposure to atmospheric conditions with corrosive or aggressive atmospheres, such as those contaminated with chemical fumes, salt or other corrosive elements, including marine or coastal areas within the proximity of a body of salt water.
- Color variations and blemishes that occur as a direct result of the manufacturing process.
- Any condition resulting from any use for which the product was not intended.
- Improper design or installation of CLADIATOR products, any parts, components, sealants used with CLADIATOR products, or lack of performance of CLADIATOR products attributed to such items.

6. Governing Law

The validity of this agreement, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be determined under, governed by, and construed in accordance with the laws of the State of New Jersey.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, CLADIATOR EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING BY LAW, OTHER AGREEMENT, USAGE OF TRADE, OR COURSE OF DEALING, EVEN IF CLADIATOR HAS KNOWLEDGE OF HOW THE PRODUCT IS TO BE USED.

CLADIATOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, FOR INSPECTION, RECEIPT, TRANSPORTATION AND CARE AND CUSTODY OF GOODS RIGHTLY REJECTED.

**CLADIATOR SHALL NOT BE LIABLE TO THE OWNER FOR ANY CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS IN REAL ESTATE OR OTHER PROPERTY VALUE, ARCHITECT OR ENGINEER FEES, CONTRACTOR OR LABOR COSTS TO REMOVE AND/OR REPLACE THE PRODUCTS, AND LOSSES OR COSTS FROM EXTRA HEATING OR COOLING REQUIREMENTS.
CLADIATOR SHALL NOT BE LIABLE TO ANYONE BESIDES THE OWNER, AS DEFINED HEREIN, FOR ANY OTHER DAMAGES OR AMOUNTS.**

THE ABOVE WARRANTY IS THE EXCLUSIVE AND ONLY MATERIAL WARRANTY MADE BY CLADIATOR AND DOES NOT NEGATE ANY LIMITED WARRANTY FOUND IN THE CLADIATOR TERMS & CONDITIONS OF SALE. CLADIATOR'S AGGREGATE LIABILITY ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE RELEVANT CLADIATOR PRODUCT.

CLADIATOR Inc. makes this warranty for the US and Canada and is found at 3233 Dell Ave North Bergen, NJ 07047-2369. Phone: 833 258 2566.