

ALUMINUM COMPOSITE MATERIAL WARRANTY

To:

("Customer")

From:

Mitsubishi Chemical Infratec Co., Ltd. ("MCIT")

Project Name
and Location:

Reference Number:

Date of Shipment:

1. MCIT hereby warrants to Customer that the Aluminum Composite Material (hereinafter referred to as "ACM") purchased by Customer from MCIT is free from defects which would cause the said material to delaminate to the extent that unevenness of the surface of said material is visually recognizable by a normal person, for twenty (20) years from the date of shipment.
2. This warranty is subject to the following conditions:
 - A. This warranty will not be applicable to defects of any other sorts or distortion occurring after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, depreciation, wear and tear, defective subsidiary materials furnished or workmanship performed by others, including installation workmanship, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of ACM at the relevant date of shipment, or failure of building owners or occupants to do normal maintenance;
 - B. All the cut edge of ACM will not be exposed to outdoor atmosphere;
 - C. This warranty will not extend to or cover damage to ACM caused by handling, shipping, processing and/or installation, or damage to ACM caused by scratching or abrading after installation; and
 - D. This warranty will not be applicable to any damage or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotion, war, radiation, or other similar or dissimilar occurrences beyond MCIT's control.
3. MCIT agrees to repair or replace, at MCIT's sole option, ACM panels of such defects as shall have been proven by Customer to the satisfaction of MCIT not to be in compliance with this warranty.

The above obligation of MCIT is expressly conditioned upon;

- (1) receipt by MCIT of notification in writing from Customer of any claimed non-compliance with this warranty within thirty (30) days after such non-compliance first comes to the attention of Customer and within twenty (20) years after the relevant date of each shipment;
- (2) full compliance by Customer with instructions given by MCIT whether in written or oral form, and normal practices by Customer of the design, construction and real property industries and of the industry to which Customer belongs with respect to handling, delivering, storing, processing, treating, installing and maintaining ACM ("Instruction and Practice"); and
- (3) provision by Customer to its employees, contractors and customers with relevant parts of the Instruction and Practice.

Customer's failure to satisfy any of the above three conditions shall be construed as the waiver by Customer of any rights it may have to enforce this warranty.

MCIT's sole and exclusive remedies and liabilities under this warranty herein, or otherwise, will be limited to, at MCIT's sole option, the repairing or replacing the defective ACM with MCIT's own costs and expenses. The warranty on any repaired or replaced ACM supplied hereunder shall be for the remainder of the warranty period applicable to the originally installed ACM. If MCIT replace ACM, MCIT shall bear only costs for procurement of materials, fabrication, delivery, removal of detected materials and installation in connection with such replacement. Except as expressly set forth in this warranty, MCIT makes no other warranties of any kind, express or implied, of any kind, and MCIT disclaims all other warranties whatsoever, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.

4. All notices given under or pursuant to this warranty shall be in writing in English and sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given as follows:

If to MCIT: Mitsubishi Chemical Infratec Co., Ltd.
1-1-1, Marunouchi, Chiyoda-ku,
Tokyo 100-8251 Japan
Attn.: General Manager, ALPOLIC Department

If to Customer:

5. NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL MCIT OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, THIS WARRANTY OR THE SUBJECT MATTER HEREOF, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT MCIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL THE TOTAL LIABILITY OF MCIT OR ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED TEN (10) TIMES THE TOTAL SUM ACTUALLY PAID TO MCIT BY CUSTOMER IN THE AGGREGATE FOR THE ACM PURCHASED BY CUSTOMER FROM MCIT.
6. Neither Party may assign or otherwise transfer to any third party this warranty and/or the rights and obligations hereunder (whether by operation of law, sale of securities or assets, merger or otherwise, or not), in whole or in part, without prior written approval of the other Party.
7. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MCIT unless made in writing and signed by its authorized representative.
8. This warranty, and any dispute arising from the relationship between the parties under this warranty, will be governed by the laws of Japan, excluding its conflict of laws rules. All disputes arising out of this warranty shall be subject to the exclusive jurisdiction of the Tokyo District Courts, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts for purposes of such proceedings.

Mitsubishi Chemical Infratec Co., Ltd.

By _____

Title: General Manager of
Advanced Materials Business Unit

FLUOROCARBON COATING WARRANTY

To: _____
("Customer")

From: _____
Mitsubishi Chemical Infratec Co., Ltd. ("MCIT")

Project Name
and Location: _____

Reference Number: _____

Date of Shipment: _____

1. MCIT hereby warrant to Customer that the fluorocarbon coating applied, or to be applied, by MCIT to the aluminum composite materials (such coated materials are hereinafter referred to as the "Coated Materials") purchased by Customer from MCIT will not, under normal atmospheric conditions specified by MCIT, when installed vertically, for twenty (20) years from the date of shipment from MCIT:
- A. Peel, check or crack except for slight crazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming prepainted sheets, which is accepted as MCIT's standard;
 - B. Chalk in excess of numerical rating of 6 measured in accordance with the standard procedures as outlined by the "Standard Methods of Evaluating Degree of Chalking of Exterior Paints" ASTM D4214; or
 - C. Fade and change in color in excess of 8 color difference units, comparing the color unit measured on the exposed painted surfaces which have been cleaned of external deposits and chalk with the corresponding value measured on the unexposed painted surfaces, in accordance with ASTM D2244, it being understood that fading or color changes may not be uniform, if the surface is not evenly exposed to the sun and elements.
2. To the extent as set out in the Article 1, this warranty is subject to the following conditions:
- A. Except otherwise provided by MCIT, normal atmospheric conditions as set out in the Article 1 mean the reasonable and adequate conditions for Coated Materials which shall exclude corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray, intermittent or continued submersion in water, any other liquid or solid material, and damage from strong wind with sand. The Coated Materials are installed within 15° North or South of the equator.
 - B. The warranty will not extend to or cover:
 - (1) cracking or crazing as a result of metal fracture;
 - (2) damages to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the Coated Materials prior to installation;
 - (3) water damages due to condensation caused by improper packaging of the Coated Materials prior to installation;
 - (4) damages to the Coated Materials caused by handling, shipping, processing and/or installation;
 - (5) damages to the Coated Materials caused by scratching or abrading after installation;
 - (6) damages to the Coated Materials from the cut edges exposed to outdoor atmosphere;
 - (7) non-uniform fading and color changes on the painted surfaces caused by uneven exposure to the sun and elements; or
 - (8) any other damages which shall be deemed to be normal wears and tears by MCIT

- C. This warranty will not be applicable to any damages or failure that is caused by act of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, change of law or other such similar or dissimilar occurrences beyond MCIT's control.
- D. Claims under this warranty must be made to MCIT in writing within thirty (30) days after discovery of the defective coating and MCIT must be given a reasonable opportunity to inspect the Coated Materials claimed to be defective prior to the expiration of this warranty. Customer shall demonstrate and prove that the failure of the Coated Materials is due to or belongs to any conditions as set out in the Article 1 and 2.
- E. MCIT's sole and exclusive remedies and liabilities under this warranty herein, or otherwise, will be limited to, at MCIT's sole option, the refinishing, repairing or replacing the defective Coated Materials with MCIT's own costs and expenses. The warranty on any refinished, repaired or replaced Coated Materials supplied hereunder shall be for the remainder of the warranty period applicable to the originally installed Coated Materials. If MCIT replace Coated Materials, MCIT shall bear only costs for procurement of materials, fabrication, delivery, removal of detected materials and installation in connection with such replacement. Except as expressly set forth in this warranty, MCIT makes no other warranties of any kind, express or implied, of any kind, and MCIT disclaims all other warranties whatsoever, including but not limited to any implied warranties of merchantability and fitness for a particular purpose.
- F. Customer shall maintain and keep all records and samples in relation to identification of the Coated Materials and the date of installation of the Coated Materials until the expiration of this warranty. MCIT shall have the right to inspect such records and samples with a prior notice to Customer, and Customer shall provide those within three (3) days after the notification thereof.
- G. Any other documents or records than as set out in the foregoing Section F., which are required to prepare and maintain by MCIT for this warranty shall be retained by Customer for the warranty period applicable to the Coated Materials, and in the event of a claim hereunder MCIT shall have the right to inspect such documents and records.
- H. Unless otherwise agreed between Parties, this warranty will cover and apply only to Coated Materials which are coated and sold by MCIT to Customer directly.
3. All notices under or pursuant to this warranty shall be in writing in English and sent by registered or certified mail, postage prepared, return receipt requested, to the party to whom such notice is to be given as follows:
- If to MCIT: Mitsubishi Chemical Infratec Co., Ltd.
 1-1-1, Marunouchi, Chiyoda-ku,
 Tokyo 100-8251 Japan
 Attn.: General Manager, Advanced Materials Business Unit
- If to Customer:
4. NOTWITHSTANDING ANY CONTRARY PROVISION HEREOF OR THE FAILURE OF THE ESSENTIAL PURPOSE OF ANY LIMITED REMEDY, AND TO THE FULLEST EXTENT NOT PROHIBITED BY APPLICABLE LAW, IN NO EVENT SHALL MCIT OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, THIS WARRANTY OR THE SUBJECT MATTER HEREOF, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT MCIT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED. IN NO EVENT SHALL THE TOTAL LIABILITY OF MCIT OR ITS AFFILIATES ARISING OUT OF OR RELATED TO THIS WARRANTY EXCEED TEN (10) TIMES THE TOTAL SUM ACTUALLY PAID TO MCIT BY CUSTOMER IN THE AGGREGATE FOR THE COATED MATERIALS PURCHASED BY CUSTOMER FROM MCIT.
5. Neither Party may assign or otherwise transfer to any third party this warranty and/or the rights and obligations hereunder (whether by operation of law, sale of securities or assets, merger or otherwise, or not), in whole or in part, without prior written approval of the other Party.

6. No terms or conditions other than those stated herein and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on MCIT unless made in writing and signed by its authorized representative.
7. This warranty, and any dispute arising from the relationship between the parties under this warranty, will be governed by the laws of Japan, excluding its conflict of laws rules. All disputes arising out of this warranty shall be subject to the exclusive jurisdiction of the Tokyo District Courts, and each party hereby irrevocably submits to the exclusive jurisdiction of such courts for purposes of such proceedings.

Mitsubishi Chemical Infratec Co., Ltd.

By _____

Title: General Manager of
Advanced Materials Business Unit