



**CITADEL**  
ARCHITECTURAL PRODUCTS

PROJECT: \_\_\_\_\_

LOCATION: \_\_\_\_\_

DATE: \_\_\_\_\_

## SINOCORE® PRODUCT WARRANTY (POLYESTER FINISH OR EQUIVALENT)

This Warranty is given by Citadel Architectural Products, Inc. ("Citadel") to the initial owner and subsequent owners ("Owner") of the structure on which SinoCore® panels (individually, a "Panel" and collectively, the "Panels") are first installed.

Citadel warrants that: (a) at the time the Panels are delivered to the above-described Project Site (the "Delivery Date"), the Panels will meet Citadel's standard specifications then in effect; (b) the Panels will not delaminate for a period of five (5) years from the Delivery Date; (c) the exterior painted finish of the Panels will not have a Chalk Rating of less than 6 or a Fade Differential of greater than 8E units (Hunter Color Difference) for a period of five (5) years from the Delivery Date; and (d) the finish of the Panels will not check, peel, lose adhesion or fracture (other than minute fractures which may develop due to fabrication and which are acceptable by industry standards on the Delivery Date) for a period of five (5) years from the Delivery Date.

For purposes of this Warranty: (a) "Chalk Rating" means the rating calculated by using the Method of Evaluating Degree of Chalking of Exterior Paint (per ATSM D4214-98); and (b) "Fade Differential" means the difference between the color value as measured on exposed painted surfaces that have been cleaned of external deposits and chalk and the corresponding color value measured on the original unexposed painted surfaces; and (c) a Panel has a "Defect" and is "Defective" if it does not conform to this Warranty. Unequal fading or finish color changes resulting from unequal exposure of surfaces to the sun or other exterior elements or conditions are not Defects.

### THIS WARRANTY DOES NOT COVER DEFECTS CAUSED BY:

Exposure to smoke, fire, radiation, salt spray, chemicals, harmful or foreign substances in the atmosphere, including but not limited to organic solvents, concentrated detergents, wetting agents or sulfur dioxide emission levels above those deemed safe by the U.S. Environmental Protection Agency.

Negligence; improper maintenance; abuse; impact or other physical force, whether prior or subsequent to installation; normal wear and tear and weathering; fire, lightning, tornadoes, or other acts of God.

Defective or damaged fasteners, extrusions, brackets or fabricated applications attached to or used in connection with installation of the Panels, or Defects in the Panels caused by such fasteners, extrusions, brackets or fabricated applications.

Failure to adequately seal edges and joints of the Panels or to apply an approved sealant in its proper amount in accordance with Citadel's SinoCore® Installation Guide.

Improper installation or sizing of the Panels, including moisture intrusion, water and air leakage as a result of improper installation or sizing.

Damage incurred after the Delivery Date during storage, handling, installation or maintenance of any of the Panels.

### DISCLAIMER OF WARRANTIES:

THIS WARRANTY IS THE EXCLUSIVE WARRANTY GIVEN BY CITADEL FOR THE PANELS. CITADEL DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. THIS WARRANTY SUPERSEDES ALL OTHER WARRANTIES, INCLUDING ANY WARRANTIES BASED ON ORAL REPRESENTATIONS.

### OWNER'S REMEDIES:

For this Warranty to be valid, Owner must complete and return Citadel's Product Warranty Request Form within thirty (30) days of completion of installation of the Panels at the above-described Project Site and shall document in writing its maintenance and cleaning of the Panels, and provide such documentation to Citadel upon request. To make a claim under this Warranty, Owner must send a written description of any claimed Defect (the "Claimed Defect") to Citadel in writing at its address shown below within thirty (30) days of discovery of the Claimed Defect. Upon the request of Citadel, Owner shall permit Citadel reasonable time to inspect Panels for which notice of a Claimed Defect has been given prior to any removal, repair or replacement of the Panels. Any failure of Owner to notify Citadel of a Claimed Defect or to afford Citadel a reasonable opportunity to inspect the Claimed Defect prior to taking any remedial measures (including removal, repair or replacement) shall render this Warranty void in its entirety and the Claimed Defect shall not be covered by this Warranty. If the Claimed Defect is a Defect covered by this Warranty, Citadel, at its option, will do one of the following within a reasonable period of time: (1) refinish or repair the Defective Panel; (2) furnish a conforming Panel to replace the Defective Panel; or (3) refund a prorated portion of the price paid to Citadel for the Defective Panel. In determining the amount of any refund to be paid by Citadel for a Defective Panel, the original price paid to Citadel for such Defective Panel shall be reduced by 20% for each full year which has passed since the Delivery Date for delamination Defects covered by this Warranty and 20% for each full year which has passed since the Delivery Date for all other Defects covered by this Warranty. Owner shall bear all costs of removal and disposal of Defective Panels and installation of all replacement Panels provided by Citadel.

THE REMEDIES SET FORTH HEREIN SHALL BE THE EXCLUSIVE AND SOLE REMEDIES OF OWNER FOR BREACH OF THIS WARRANTY AND FOR DEFECTS COVERED BY THIS WARRANTY.

### EXCLUSION OF CONSEQUENTIAL AND OTHER DAMAGES:

IN NO EVENT SHALL CITADEL BE LIABLE FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM THE USE, MISUSE OR INABILITY TO USE OR INSTALL THE PANELS OR FROM DEFECTS IN THE PANELS.

Citadel Architectural Products, Inc., 3131-A North Franklin Road, Indianapolis, Indiana 46226