

## Levanté® Product Warranty

Subject to the terms and conditions of this Warranty, Levanté®, LLC expressly warrants its products are free from manufacturing defects in material and workmanship if installed in accordance with our specifications, property maintained, and used for their intended purpose. For the purposes of this Warranty, the intended purpose of the Levanté® products is defined as balconies, railings, privacy dividers, sunshades, and pergolas.

## **Material Warranty**

- Buckling: Levanté®, LLC hereby warrants that the product will be free of any buckling not associated
  with the substrate and/or structure to which the product is attached. For purposes of this warranty,
  buckling shall be defined as warping of the product exceeding 1/4" inch out of plane per linear
  foot.
- 2. Rust and Corrosion: When installed in accordance with Levanté®, LLC's installation specifications and properly maintained, Levanté®, LLC warrants that the product will be free of rusting and corrosion.
- 3. Effect of Defect: If a defect in material or workmanship occurs during the Warranty period, Levanté®, LLC will, at Levanté®, LLC's sole option, repair or replace the defective portion(s) of the product. If it is not possible to repair or replace the product, we will refund your original material purchase price. In no case will Levanté®, LLC be responsible for labor charges.
- 4. Excluded Events: This Warranty does not extend to, and will not cover, damages caused by or arising out of:
  - a. Shipping, handling or processing;
  - b. Installation;
  - c. Use of the products beyond normal use and service conditions, including use for purposes other than the intended use of the products;
  - d. Alteration and modifications of the products;
  - e. Insects or animals;
  - f. Structural defects in the structure on which the product is installed;
  - g. Movement, distortion, collapse or settling of the ground upon which the products, or the structure on which the product is installed;
  - h. Sound arising from, but not limited to, weather, expansion, contraction, flexing or vibration;
  - Improper handling or storage;
  - j. Acts of vandalism;
  - k. Abuse or neglect of the product;
  - Exposure to corrosive or aggressive atmospheres, including but not limited to chemical fumes, salt, standing water, and other corrosive elements;
  - m. Excessive heat, including damage caused by high heat sources such as grills and firepits;
  - n. Exposure to salt-water or salt air in marine or coastal areas;
  - o. Fire, flood, earthquakes, war, lightning, hail and acts of God; and
  - p. Ordinary wear and tear.

## Finish (Wood-grain and Solid)

- 1. <u>Checking, Chalking</u>: During the warranty period there will be no visible checking, chalking, cracking, or fading per ASTM DG154/D2244 and D4214
- 2. Scratch Resistance: The material is scratch resistant per ASTM D4060
- 3. <u>Stain Resistance</u>: The product is considered stain resistant in accordance with AAMA 615 including bleach

- 4. <u>Color</u>: The color change due to sun exposure will be less than five CIE Lab AE units calculated in accordance with AAMA 2604. Color and pattern variation of components should be expected.
- 5. Gloss Retention: The surface will exhibit a gloss retention of at least 30% of the original. Gloss retention shall be measured on the exposed paint surface which has been cleaned of oil, grease, chalk, oxidized film, or other contaminants. (Panel stored in the dark at temperatures below 30 degrees C.)
- 6. <u>Maintenance Required</u>: Warranty is void if product is not cleaned annually in accordance with our Care and Maintenance Guide. Your maintenance records should indicate the date, time, specific products used along with the maintenance company's name and person providing the service.
- 7. Effect of Defect: If a defect in finish under this warranty has been deemed to have occurred, Levanté®, LLC will, at its sole option, either repair, refinish, or replace the product. All warranty work will be performed by a company or contractor selected by Levanté®, LLC, in its sole discretion. Color variance between repaired or refinished product and the original product shall not be indicative of a defect. If it is not possible to repair or replace the product, we will refund your original material price. In no case will Levanté®, LLC be responsible for labor charges.

## **Warranty Terms and Conditions**

- 1. <u>Warranty</u>: This Warranty is given to either (1) the original purchaser of the products; or (2) the owner of the property at the time of installation of the product.
- 2. Term: The period of the Warranty is free of defects on finish for a period of 5 years for Solid Finish and 15 years for Decoral (Woodgrain) Finish; free of defects in materials for 25 years; free of defects in workmanship on balconies for 25 years from the date of delivery. It is agreed that tender of delivery of the product for the purposes of this warranty is made when the product is delivered to the jobsite regardless of when the product is installed.
- 3. <u>Non-transferrable</u>: This warranty is non-transferrable, without the express written consent of Levanté®, LLC, which may be withheld or conditioned in its sole discretion.
- 4. Warranty Registration: Levante product must be registered within 45 days of installation. Warranty Registration must be completed by following the directions on the Levante website: <a href="https://levantealuminum.com/">https://levantealuminum.com/</a>. Warranty Registration form and supporting documentation must be submitted to attain Levante Warranty.
- 5. <u>Claims</u>: Any claims must be made within 30 days of discovery Claims must include proof of registration or original purchase receipt. Levanté®, LLC must be given a reasonable opportunity to inspect and verify the claim. Claims must be submitted on the Levante Website: <a href="https://levantealuminum.com/">https://levantealuminum.com/</a>. Claim Form and supporting documentation must be submitted to process claim.
- 6. Entire Agreement: This Warranty represents the entire agreement between the Levanté®, LLC and the recipient of this non-transferrable Warranty. This Warranty supersedes any and all previous agreements or understanding, whether written or oral, in relation to the subject matter of this Warranty.
- 7. No Further Liability: The limited warranties contained in this Warranty represent the full and entire liability of Levanté®, LLC with respect to the products covered by Levanté®, LLC. Levanté®, LLC shall have no liability for any incidental or consequential damages, whether such damages are sought in contract, tort (including but not limited to negligence or strict liability) or otherwise. No person is authorized to make any representation or warranty related to the subject matter of this Warranty on behalf of Levanté®, LLC, and any such representation or warranty shall not be binding on Levanté®, LLC.
- 8. No Warranty of Merchantability: Levanté®, LLC makes no warranty of any kind, express or implied, any warranty or merchantability or fitness for a particular purpose.
- 9. <u>No Warranty of Workmanship</u>: Levanté®, LLC makes no warranty, express or implied, of the workmanship of any installer. Levanté®, LLC makes no warranty which would have the effect of imposing on Levanté®, LLC any liability for unsatisfactory performance caused by faulty workmanship upon installation.