

Zahner Standard Limited Warranty - Sheet Materials

ZAHNER warrants to Buyer that all materials furnished are new and that all Work by Seller is of good quality, free from faults and defects and in conformance with the Order. This limited warranty is subject to the conditions herein set forth and is effective from the date of shipment of materials provided as fulfillment of a purchase Order.

ZAHNER will make or cause to be made at its own cost and expense such replacement to said Order upon approval of the warranty claim. These replacements shall be for faults or defects in materials or workmanship resulting solely from our work, consisting of the following terms:

1-Year Warranty on deterioration of metals, defined as perforation due to corrosion resulting from manufacturer's defects, and loss of adhesion as a result from manufacturer's finish application.

This guarantee is made subject to the following conditions:

1. Specifically excluded from this guarantee is all damage to the Order caused by:
 - a. Damage or changes to the Zahner Surfaces in the immediate area of cutting, braking, milling, embossing, and any other forms of fabrication.
 - b. Acts or omissions of other trades or contractors, such as failure to:
 - i. Adequately protect Zahner Surfaces from moisture, condensation, or other contamination detrimental to the finish because of improper processing, handling, packaging, storage, and installation.
 - ii. Protect Zahner Surfaces from any substance, such as machining oil, chemicals, cleaning solution, or any other foreign objects utilized during fabrication, installation, or after installation.
 - iii. Adequately design the end use of the product, its manufacturability, constructability, and serviceability
 - c. Acts of God (lightning, windstorms, fire, hailstorm, flood, earthquake, or other unusual phenomena of the elements).
 - d. If the Order is damaged due to any of the foregoing, this guarantee shall thereupon become null and void for the balance of the guarantee period.
2. ZAHNER is not liable for consequential damages to the building or contents resulting from any defects in the Order, including, but without limitation, any interruption of business experienced by Buyer or occupants of the building.
3. This warranty does not cover transfer corrosion or rust from other surfaces, corrosion and staining from de-icing salts used in the proximity of the surface, or corrosion from cleaning substances including those used on adjacent materials or surfaces.
4. Buyer must inspect material immediately upon receipt. Buyer must notify Seller in writing with photos of the defect within three (3) working days after receipt of any unacceptable or rejected material. Unacceptable material must not be fabricated or installed. Seller will not pay costs to fabricate or remove unacceptable material. Seller will not pay for modifying or correcting material without prior written approval. Processing or assembly of any such rejects by Buyer or any other party shall constitute a waiver of any liability on Seller. Failure of Buyer to give written notice of a claim within the time period specified above shall be deemed to be a waiver of such claim.
5. Warranty includes only the replacement of material. The cost for removal and reinstallation is specifically not covered by this warranty.

6. This warranty will continue to apply to any metal that were replaced due to a warranty condition, but only for the unexpired portion of the warranty period applicable to the original part.
7. ZAHNER Surfaces and Finishes are designed and engineered for typical architectural interior and exterior settings in a range of typical climates and settings. This guarantee shall become null and void if other than normal expected use occurs. This includes both abnormal function, including using any part of the Order as a sign or placard, or attaching anything that imparts a load to any part of the Order, as well as abnormal installation setting, including locations which are regularly submerged or exposed to abnormal forces, chemicals, or temperatures.
8. There must be a documented record of semi-annual cleaning of the panels in order for the finish part of this guarantee to be in effect. This cleaning must incorporate ZAHNER's recommendations. Such cleaning must occur each spring to remove any de-icing salts that have blown onto the surface. Removal of animal waste, dirt and grime, windblown solvents, rust particles and debris that have gotten on the surface is the responsibility of the Buyer. Allowing such foreign particles to remain on the surface for week-long periods will alter the surface finish and void this guarantee.
9. This guarantee shall not become effective unless and until ZAHNER has been paid in full for said material in accordance with the agreement pursuant to which such panels were applied.
10. This guarantee shall accrue only to the benefit of the original Buyer. Subject to ZAHNER's approval, the guarantee is transferable and shall not be unreasonably denied. It is not transferable to any other persons except with our prior written consent.
11. This guarantee is in lieu of all other guarantees or warranties, expressed or implied. All implied guarantees and warranties, and specifically the implied warranties or merchantability and fitness for a particular purpose, are expressly excluded and disclaimed.
12. This guarantee shall not become effective on a particular Order unless and until ZAHNER has been able to review the specific installation and use conditions of said Order and both Buyer and Seller have signed this document.

IN WITNESS WHEREOF, THIS GUARANTEE HAS BEEN FULLY EXECUTED BY:

BUYER:

NAME

DATE

ZAHNER:

NAME

DATE