

ACTYSTEEL® TEN-YEAR LIMITED EXTERIOR WARRANTY

Effective Date: November 18, 2020

Aristech Surfaces LLC ("Aristech") warrants for a period of 10 years from the date of original purchase from Aristech Acrylics®, colorless, smooth Aristech Acrylics® Acrysteel® IGP and IMA Acrylic Sheet will be free from manufacturing defects and the color will not increase in yellowness more than (5) yellowness index units due to exposure to outdoor weathering.

If Aristech Acrylics® Acrysteel® IGP or IMA Sheet shows an increase in yellowness from outdoor exposure of more than (5) yellowness index units per Aristech Acrylics® test procedure TP-0087 and ASTM D-1925-70 within ten (10) years from the date of purchase, Aristech will, at its option and sole discretion, either provide a replacement flat Aristech Acrylics® Acrysteel® IGP or IMA Acrylic Sheet or refund the original purchase price, provided Aristech has been given a reasonable opportunity to examine the alleged failed sheet in place and provided further the failed sheet, and the original sales receipt and this Limited Warranty are returned to Aristech.

Determination of yellowness index under this Limited Warranty will be made on samples subjected to pre-test cleaning and conditioning according to Aristech Acrylics® test procedure TP-0087** and yellowness index shall be determined according to ASTM D-1925-70 (reapproved 1988) as measured with an approved color Spectrophotometer (i.e., ACS SpectroSensor II or Hunter Color-Quest). Materials exposed to outdoor weathering are subject to disposition of atmospheric elements and can be expected to show signs of hazing, which is normal wear and not covered by and specifically excluded by this Limited Warranty.

This Limited Warranty applies only to sheets formed, fabricated, decorated, thermoformed and/or cleaned according to Aristech Acrylics® recommendations and which have not been moved from their original place of installation. This Limited Warranty does not cover (re)installation or fabrication expenses or any other direct or indirect losses which may result from the sheet failure. This Limited Warranty specifically excludes colors and tints since the evaluation criteria are not pertinent. For coverage under this Limited Warranty, you must register on line at www.aristechsurfaces.com/aristech-acrylics. Aristech will assign a warranty registration number. To obtain service under this Limited Warranty, write to the dealer/contractor from whom you purchased the product or alternatively write to Aristech at the address below providing your name and address, a description of the product involved, and the nature of the defect or failure. Refund or replacement shall not include any labor charges. A warranty registration number, purchase receipt or other acceptable proof of purchase will be required before any warranty claim can be considered.

Warranty claims should be sent to:

Aristech Surfaces LLC / Aristech Acrylics® Attn: Director of Quality 7350 Empire Drive Florence, KY 41042

ARISTECH may ship (freight collect) to you products replaced under this Limited Warranty.

THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, AND ARISTECH EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE (EVEN IF THE PURPOSE IS KNOWN TO ARISTECH), OR FROM COURSE OF DEALING OR TRADE USAGE. THIS LIMITED WARRANTY SETS FORTH THE INITIAL PURCHASER'S SOLE REMEDY IN CONNECTION WITH THE SALE OR USE OF PRODUCTS COVERED BY THIS LIMITED WARRANTY AND IN NO EVENT SHALL ARISTECH BE OTHERWISE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OF ANY NATURE ARISING OUT OF THE SALE OR USE OF THE PRODUCTS DELIVERED HEREUNDER, WHETHER FOR NEGLIGENCE, BREACH OF CONTRACT OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. ARISTECH SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE SALE OR USE OF SUCH PRODUCTS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUES, ANTICIPATED SALES, BUSINESS OPPORTUNITIES OR FOR INTERRUPTION OF BUSINESS. THIS WARRANTY IS NONTRANSFERABLE. ARISTECH ASSUMES NO LIABILITY FOR IMPROPER FABRICATION AND/OR INSTALLATION.

Exclusive jurisdiction for legal disputes relating to alleged breach of warranty or representation of any nature must be filed in either the state or federal courts located in Boone County, Kentucky. Kentucky law will govern all disputes or claims arising out of the sale, purchase or use of the solid surface products.

*Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which may vary from state to state.

**Copies of Aristech Acrylics® test procedure TP-0087 is available upon written request to: Aristech Surfaces LLC, 7350 Empire Drive, Florence, KY 41042.

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