

**METAL COMPOSITE PANEL WARRANTY
TEN YEAR**

074243

To: (“Customer”)

Webster University
470 E. Lockwood Ave.
Webster Groves, MO 63119

From:

Mitsubishi Chemical Composites America, Inc.

Project Name and Location:

Webster Science Building
8274 Big Bend Rd
Webster Groves, MO 63119-3224

Commencement Date of Warranty:

7 August 2017

Mitsubishi Chemical Composites America, Inc. (MCCA) hereby warrants to Customer that the metal composite panels of **4mm – Shimmer NNG Orange** purchased by Customer from MCCA are, at the time of shipment, free from defects which would cause said panels to delaminate to the extent that unevenness of the surface of said panels is visually recognizable by a normal person. This warranty is not applicable to defects of any other sorts or deterioration resulting after shipment caused by any reasons including, without limitation, corrosive or aggressive atmospheres, cut edges exposed to outdoor atmosphere, depreciation, wear and tear, building subsidence, acts of God, defects in the building structure, or other forces, conditions or circumstances unrelated to the quality of the material at date of shipment, or failure of a building owner occupant to do normal maintenance.

MCCA agrees to repair or replace in situ, at its sole cost and discretion, any metal composite panels of such defects as shall have been proven by customer to the satisfaction of MCCA not to be in compliance with the aforesaid warranty. The above obligation of MCCA is expressly conditioned upon (I) receipt by MCCA of notification in writing from Customer of any claimed non-compliance with the warranty pursuant to this letter within thirty (30) days after such non-compliance first comes to the attention of Customer and within the above stated period beginning at the commencement date, with warranty period not to exceed ten years plus one from date of shipment; (ii) full compliance by Customer with instructions given by MCCA whether in written or oral form, and normal practices 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 such metal and composite panels (“Instruction and Practice”); and (iii) provision by Customer to its employees, contractors and customers with relevant parts of Instruction and Practice.

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

No warranty, expressed or implied, other than specifically set forth above is given or is to be implied with respect to any material furnished by MCCA and MCCA expressly disclaims all other expressed and implied warranties, including warranties of merchantability and fitness for a particular purpose. The original purchaser understands, agrees and accepts this warranty. Warranty becomes effective only when signed by a duly authorized agent of Mitsubishi Chemical Composites America, Inc. and issued.

THIS WARRANTY AND REMEDY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, WRITTEN OR ORAL, EXPRESSED OR IMPLIED AND INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MCCA BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL LOSSES OR DAMAGES (INCLUDING, BUT NOT LIMITED TO, ECONOMIC LOSS OR LOSS OF PROFITS) SUFFERED OR INCURRED BY CUSTOMER AS A RESULT OF OR IN CONNECTION WITH ANY REACH OF THIS WARRANTY BY MCCA EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFULNESS OF MCCA.

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:

Mitsubishi Chemical Composites America, Inc.
ALPOLIC Materials Division
Customer Service
401 Volvo Parkway
Chesapeake, VA 23320

MITSUBISHI CHEMICAL COMPOSITES AMERICA, INC.


Eiichi Sato
President/CEO

29 November 2017