

# ARCADIA CUSTOM - THERMAL STEEL LIMITED WARRANTY

## Warranty Coverage

Arcadia, Inc., d/b/a Arcadia Custom ("Arcadia Custom") warranty obligations for the specific Arcadia Custom products described below (the "Limited Warranty") are limited to the following. Arcadia Custom warrants the following Arcadia Custom-branded product against defects in materials and workmanship for the "Warranty Period" defined below measured from the date of shipment from Arcadia Custom, and subject to further terms below as applicable.

**Components and Hardware.** Warranty Period is **five (5) years** on components and hardware, for all single-family residential products.

### **Finishes.**

*Acrylic Polyurethane Finish.* Warranty Period is **five (5) years** for adhesion, **five (5) years** for fade.

### **Glass**

*Insulated Glass.* Warranty Period is **five (5) years** on insulated glass seal. If glass is deemed defective, Arcadia Custom will provide replacement glass to an Authorized Dealer or end user. Arcadia Custom does not provide the labor to install the replacement glass.

## Limitations

This Limited Warranty applies only to products manufactured by or for Arcadia Custom that can be identified by the applicable order number associated with its purchase from Arcadia Custom.

Arcadia Custom does not warranty the assembly or installation of Arcadia Custom fabricated units.

Glass possesses natural imperfections and is not flawless. Arcadia Custom glass quality standards meet the ASTM 1036 standards.

**Exclusions:** This Limited Warranty does not apply to (a) damages resulting from failure to adhere to installation or maintenance in accordance with the Arcadia Custom Care & Maintenance Instructions for such product; (b) to modifications not made by Arcadia Custom; (c) defects for glass size in excess of 60 square feet, glass cracks, glass runs, spontaneous glass breakage, normal glass deflection, or any glass surface damage, rattling of grids between glass panes, normal glass tempering distortion, failure to order capillary (breather) tubes or properly close them; (d) film applied to glass that is not applied by Arcadia Custom; (g) Arcadia Custom products that have not been paid in full; or (h) damage caused by accident, abuse, misuse, flood, fire, earthquake, structural settlement, vibration, localized heat exceeding 150 degrees, acts of nature, harmful fumes, vapors or chemicals.

Thermal Expansion, relating to twisting or bowing of thermally broken steel Arcadia Custom products may naturally occur when the products are exposed to dramatic and rapid change of temperature. This is not considered a product defect. Refer to the Arcadia Custom website for more information on Thermal Expansion.

**Remedy:** All claims under this Limited Warranty must be submitted in writing by an Authorized Dealer to Arcadia Custom. Product assembly & finish should be inspected at arm's length in diffused natural lighting. Arcadia Custom will determine the remedy process within ten (10) business days (e.g. repair or replace). Replacement materials do not extend the time period of the original warranty. Labor and any expenses related to replace or repair product are not covered under this warranty.

TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY AND REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, REMEDIES AND CONDITIONS, WHETHER ORAL OR WRITTEN, STATUTORY, EXPRESS OR IMPLIED. AS PERMITTED BY APPLICABLE LAW, ARCADIA CUSTOM SPECIFICALLY DISCLAIMS ANY AND ALL STATUTORY OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. IF ARCADIA CUSTOM CANNOT LAWFULLY DISCLAIM STATUTORY OR IMPLIED WARRANTIES THEN TO THE EXTENT PERMITTED BY LAW, ALL SUCH WARRANTIES SHALL BE LIMITED IN DURATION TO THE DURATION OF THIS EXPRESS WARRANTY AND TO REPAIR OR REPLACEMENT SERVICE AS DETERMINED BY ARCADIA CUSTOM IN ITS SOLE DISCRETION. No Arcadia Custom Dealer, reseller, agent, or employee is authorized to make any modification, extension, or addition to this warranty.

EXCEPT AS PROVIDED IN THIS WARRANTY AND TO THE EXTENT PERMITTED BY LAW, (A) ARCADIA CUSTOM'S AGGREGATE LIABILITY FOR CLAIMS ARISING UNDER THIS LIMITED WARRANTY ARE LIMITED TO THE FEES PAID FOR THE PRODUCTS SUBJECT TO THIS LIMITED WARRANTY, AND (B) ARCADIA CUSTOM IS NOT RESPONSIBLE FOR SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY BREACH OF WARRANTY OR CONDITION, OR UNDER ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO LOSS OF USE; LOSS OF REVENUE; LOSS OF ACTUAL OR ANTICIPATED PROFITS (INCLUDING LOSS OF PROFITS ON CONTRACTS); LOSS OF THE USE OF MONEY; LOSS OF ANTICIPATED SAVINGS; LOSS OF BUSINESS; LOSS OF OPPORTUNITY; LOSS OF GOODWILL; LOSS OF REPUTATION; LOSS OF, DAMAGE TO OR CORRUPTION OF DATA; OR ANY INDIRECT OR CONSEQUENTIAL LOSS OR DAMAGE HOWSOEVER CAUSED INCLUDING THE REPLACEMENT OF EQUIPMENT AND PROPERTY, ANY COSTS OF RECOVERING, PROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA STORED OR USED WITH ARCADIA CUSTOM PRODUCTS. THE FOREGOING LIMITATION SHALL NOT APPLY TO DEATH OR PERSONAL INJURY CLAIMS. The warranty obligations are deemed to be performed in the County of Los Angeles in the State of California. The exclusive forum for any dispute between the purchaser and Arcadia Custom will be the courts residing in Los Angeles County, California.

**2023**

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