



MATERIALS EXTERIOR GRADE

Materials Exterior Grade Limited Warranty

MEG panels are a product of ABET, Inc. (ABET) located at 60 West Sheffield Ave, Englewood, NJ 07631

1. Product Description. Material Exterior Grade (MEG) Panels for vertical applications and, if previously approved by ABET in writing, other types of applications (the “Product” or the “Panels”). The Panels are self-supporting exterior grade phenolic (EGP) panels with decorative surfaces that are suitable for exteriors. The Product complies with standard EN 438:2005 Part 6 and International Code Council Acceptance Criteria 92¹. The Product is used to clad facades, balconies, soffits, and canopies and can be used for exterior signage. For clarification, this warranty covers only the Panels and no other materials or components.

2. 10 Year Limited Warranty. ABET, Inc. (“ABET”) warrants to the original purchaser of the Product (for installation within the United States), from the MEG invoice date for a period of 10 years thereafter, that the Panels will not significantly fade, lose or change color (as more particularly described below) or crack, check, peel or delaminate due to defects in materials or manufacture, when used for its intended purpose, properly installed, and maintained according to MEG’s instructions.

Assessment of eventual significant fade, color change or loss, will be performed assessing the contrast between the test specimen and the control specimen (kept in dark conditions and unexposed), in terms of a grade on the grey scale as defined in ISO 105-A02:1993. “Significant fading” shall mean a deviation rating of more than two (2) grades from the original color. Please note that fading and color change may not be uniform if the Panels are not equally exposed to the sun and weathering. This warranty does not cover non-uniform fading and color loss.

Under no circumstances will this warranty apply to or cover any items in the MEG BASIC collection.

3. Warranty Conditions.

A. Upon delivery of the factory sized Panels, the customer must inspect the Panels to determine the Panels conform to the above warranty and no patent defects are visible. This would include any apparent visual defects that could be under the protective film coat. Once the Panels are fabricated and installed, it will be conclusively presumed that the Panels are free from any and all patent defects upon delivery of the Panels.

B. The Product shall only be used as described in the Production Description Section of this Warranty.

C. The customer post-marks the “ABET, Inc. MEG Warranty Card” no later than sixty (60) days from the invoice date of the purchase. THE EXPRESS LIMITED WARRANTY WILL NOT BE IN EFFECT UNLESS THE WARRANTY CARD HAS BEEN COMPLETED AND IS RECEIVED BY MEG, ALONG WITH A COPY OF THE INVOICE(S) FOR THE PANELS.

D. The Panels must be stored, machined, assembled, installed and maintained (throughout the life of the Panels) according to instructions specified in the MEG technical data sheet and in the specific catalog that is in effect at the time of the installation.

E. Panels must be correctly fabricated and installed and meet all applicable laws, rules and regulations related thereto, including, without limitation, applicable building codes and standards.

F. ABET must be permitted, if requested, to conduct site inspections during normal business hours for purposes of assessing compliance with items D and E of this Section 3. that MEG has been properly stored, fabricated and/or installed.

G. WITHOUT LIMITING ANY OTHER PROVISIONS OF THIS WARRANTY, ANY FAILURE TO STRICTLY COMPLY WITH SECTION D, E, AND F OF THIS SECTION 3 WILL VOID THIS WARRANTY.

4. Warranty Claims. In the event of a warranty claim after installation of the Panels, and during the warranty period, the original customer shall notify ABET in writing of the nature of the alleged defect or non-conformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date and the identity of the fabricator and installer. Upon ABET’s receipt of the written notice, ABET will be given a reasonable time to inspect the alleged/non-conforming Product. As part of the inspection, the customer will provide all maintenance and care records for the Panels from date of purchase. If ABET determines the Panel(s) is/are defective, ABET, at its option, shall repair or replace the defective or non-conforming Panels at its sole cost and expense or, in lieu of repair or replacement, ABET may refund the pro-rated portion of the wholesale price of the Panels determined to be defective based upon the formula below. In addition, ABET may pay a portion of the labor costs for replacement based on the following formula: The wholesale price of the Panels determined to be defective multiplied by 2.5, multiplied by one hundred percent (100%), minus 10 percent (10%) per year for every year after the purchase date of the Product.

Example: Wholesale Price of Panels: \$5,000 with a purchase date in 2008 and a claim in 2013.

¹ MEG 10 mm F1
R0316



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The calculation is as follows: $\$5,000 \times 2.5 = \$12,500$ [100- 10 (2009) – 10 (2010) – 10 (2011) – 10 (2012) -10 (2013) = 50%]
 $\$12,500/50\% = \$6,250$.

In the “Warranty Conditions” section, it describes the requirement that the customer inspect the Panels upon delivery for any apparent visual defects. If at the time of delivery of the Panels to the customer, a Panel(s) is alleged to be patently defective in one (1) or more areas or are otherwise deemed to be non-conforming, the customer shall, (a) within thirty (30) days from the date of delivery or (b) in the event that the defect is not of a type that was discoverable prior to installation, then within thirty (30) days of the date that such defect was subject to discovery, notify ABET in writing of the alleged defect or nonconformity. Photographs must accompany this notice, as well as proof of purchase (i.e., the original invoice) indicating the purchase date. Upon ABET’s receipt of the written notification, ABET will have a reasonable amount of time to inspect the allegedly defective and/or nonconforming Panels. If ABET determines the Panels are defective and/or non-conforming, ABET will prioritize the replacement of the determined defective and/or nonconforming Panels at ABET’s sole cost and expense.

Upon discovery of a possible defect, it is the responsibility of the purchaser to provide protection of all property that could be affected until the situation is corrected. ANY REPAIR OF THE PANELS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM MEG WILL VOID THIS WARRANTY.

5. Limitations. This warranty expressly excludes:

- Any damage resulting from wars, terrorist acts, and force majeure events, including, without limitation, lightning, hurricane, tornado, windstorm, earthquake, animals/birds/insects, air pollution, fire, falling objects, or vandalism.
- Damage resulting from direct exposure to atmospheric agents and the failure to provide proper ventilation and drainage on the back of the Panels.
- Liability for the substructure, statics, assembly or any additional components.
- Damages from defects in other materials.
- Damages resulting from the customer’s failure to maintain the Panels in accordance with the MEG guidelines and recommendations at the time of purchase.
- Damage from shipping and handling.
- Damage from misuse or abuse.
- Damage from settlement or any other structural changes or failures of structures.
- Damage resulting from negligent or intentional acts.
- Damage from fumes or vapors.
- Damage from harmful chemicals (including, without limitation, harmful cleaning compounds and pesticides.)
- Color changes due to normal weathering (normal ageing is the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade,

gloss change, chalk, or become soiled or stained. Exposure to the elements will cause gradual, uniform change over time. The degree to which normal weathering occurs will vary depending on air quality, the building’s location and other local conditions over which ABET has no control.)

- Distortion and/or warping from exposure to excessive heat sources regardless if they are direct (grills or any other source of open flame) or indirect/reflective heat sources (glass, pools, asphalt, etc.).
- Any other causes beyond ABET’s reasonable control.

6. Modification or Discontinuation of Products.

ABET reserves the right to modify or discontinue any design or color of any of its products at any time and without notice or liability. If, for any reason, products of the type originally installed are no longer available from ABET at the time that a warranty claim is made, ABET may substitute another product determined by ABET to be of comparable quality and price. Due to normal weathering, replacement products may differ from products originally installed. ABET will, at its sole discretion, repair, replace or provide materials to refinish the material to the original owner, in accordance with the terms and conditions of this Warranty.

7. Disclaimer.

The statements in this Warranty constitute the only warranty extended by ABET for the Panels. ABET DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. NO OTHER WARRANTY WILL BE MADE ON OR BEHALF OF ABET OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PANELS OR THEIR INSTALLATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights. You may have other rights which vary from state to state.

8. Exclusion of Incidental and Consequential

Damages. WE EXCLUDE AND ARE NOT RESPONSIBLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES ARISING OUT OF ANY BREACH OF THIS EXPRESS WARRANTY, OR ANY OTHER ORAL, WRITTEN OR IMPLIED WARRANTY THAT MAY APPLY TO YOUR PURCHASE, WHETHER RESULTING FROM NON-DELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PANELS OR FROM DEFECTS IN THE PANELS.

9. Settlement of Claim.

Any refund, repair or replacement by ABET shall constitute a full settlement and release of all claims by any purchaser for damages or other relief, and shall be a complete bar to any litigation filed subsequently to any such refund, repair or replacement.



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10. Governing Law. By submitting the registration card below, the customer (i) is agreeing that this Warranty and all related matters and documents shall be construed according to and governed by the laws of the State of New Jersey, without regard to principles of conflicts of law, (ii) consents to personal jurisdiction in the State of New Jersey, and (iii) consents to a

venue in Bergen County, New Jersey, for all actions and proceedings with respect to this Warranty and all related matters and documents, and waives any right it may have to assert the doctrine of forum non conveniens or to object to venue to the extent any proceeding is brought with respect hereto.

To register the Panel(s) for the Warranty, the information below must be completed and sent registered mail to ABET, Inc., 60 West Sheffield Ave, Englewood, NJ 07631, Attention: MEG Product Manager.

Purchase Order #:		Date:	
Color Number(s):			
Project:			
Project Address:			
Fabricator:			
Installer:			
Date Installed:			

Fabricator Signature:	Print	Sign
Installer Signature:	Print	Sign
MEG Inc Signature:	Print	Sign