



Installation Agreement

Please review and sign the form below to state you agree and comply with the following:

- 1.) If a Service is requested by the homeowner, the Contractor or Distributor needs to address the issue first. If further assistance is needed, a scheduled time to meet with a Patton Aluminum Rep., the Contractor or Distributor and the homeowner is required. All parties can meet and address the issue and go from there.
- 2.) If a leak is caused due to excess leaves or items in the gutter, Patton Aluminum will not be held responsible for cleaning the gutter. The homeowner or contractor will need to clean the gutter. If a leak is caused due to an issue with the cover, the Contractor needs to contact Patton Aluminum and schedule a time to have the issue addressed.
- 3.) By signing the agreement, you are stating that all necessary permits have been applied for and received and all construction and remodeling prior to Patton Aluminum Products' involvement has been performed and is in compliance with local building codes. **Patton Aluminum is a Manufacturer that provides factory installation and is not a General Contractor, due to this Patton Aluminum does not pull permits, that is the responsibility of the homeowner or contractor.**
- 4.) Patton Aluminum Products does not warrant structural damage due to non-compliant foundations, decks, porches, or any attachment failures there of. Patton Aluminum Products does not warrant Skylights or Custom Paint. **We do not warrant leaks between the attachment point and the cover. We will flash to the best of our ability, but we will not service any leaks at the attachment point.**
- 5.) Patton Aluminum does not do Site Visits for jobs that have not yet been sold. If a Site Visit is required for a difficult job or for training purposes, the Contractor/Seller **MUST** be present on site for the Site Visit.
- 6.) If a Homeowner or Contractor does not specify the Awning Location, it will be up to the installer's discretion as to where to install on the residence. Patton Aluminum will not be held responsible for moving the awning after it has been installed.

All installations provided by Patton Aluminum Products apply to the specifications listed above. **Patton Aluminum Products will not start the Install Process until receiving a signed copy of this agreement.**

Distributor _____ Date _____

Contractor/Home Owner _____ Date _____

Acknowledgement of Installation Process

1. Quote

Please reach out to a Patton Aluminum Representative with Measurements to receive a Quote for your Project. Pictures and Close to Exact Measurements are helpful! A Patton Aluminum Representative will send a quote to you within 1-3 days.

2. Signed Copy and PO

Once the job is a go, please sign your quote and attach a PO and send it over to Patton Aluminum Products. We will send you a confirmation that we have received your quote and that it will be added to our installation schedule to begin the process.

3. Measure

Measures are typically done in the order that they are received. It can take a week or longer to measure your job, based on the location and how busy we are at the time. Measures are done between the hours of 8:00 am and 4:30 pm, Monday through Friday. We do not need a homeowner or contractor to be there when a measure is done, if someone would like to be there please note that on your order ahead of time to plan a scheduled meeting.

4. Review Measure

After the measurements have been taken as well as pictures, we will revise your quote and send you the updated copy. If changes need to be made, we will reach out to you to go over them. After your quote has been revised per the site visit, we will move forward with the manufacturing process.

5. Manufacturing

Once we have cleared the job with you, the job will then be sent out to the plant for manufacturing. The jobs are done in the order that they are received. The time frame for manufacturing varies with the item ordered, and the time of year. If you are ordering a Patio Cover, this can take anywhere from 1 to 2 weeks for completion. If you are ordering a Window Awning, this can take anywhere from 1 to 3 weeks for completion. Insulated Tops, Rooms and Commercial Jobs can take anywhere from 2 to 10 weeks depending on size, color and other stipulations. If your install includes windows from an outside vendor, which can add more time to manufacture as well. Some of our window vendors can take 3 to 10 weeks. We will order the windows as soon as the sizes are confirmed. We will be in contact with you about how long your item will take, as circumstances can make things vary.

Initial _____
Date _____

6. Scheduling

We will contact you one week before installation to give you the **TENATIVE** date of install. After manufacturing has been completed, it can take anywhere from 1 to 10 weeks for install. Please keep in mind that the weather does have a major impact on our schedule; one rain day can delay us up to a week or more on current scheduled jobs. We will keep in contact with you if your install date has changed. Feel free to contact us with inquiries about your install date.

7. Installation

Most of our jobs are installed in one day, if any extra time is needed you will be told ahead of time. Our Installers need electric to be made available to them to install your job (this will be discussed at the time of the measure). It should also be noted that the homeowner or contractor needs to let us know where they would like their awning to be installed on the residence. If a homeowner or contractor does not specify where the awning should start and finish, this will be left up to the installer's discretion. We will not be held responsible for moving the awning after installation if the homeowner or contractor is unhappy with the location if no location was originally specified.

Please note that installs can be rescheduled or even cancelled at any time due to unforeseen circumstances. We do our absolute best to keep your installation on track as much as we can. We will always keep you involved on the status of your install, and if something causes us to push back your install date we will inform you. As much as we would like to give exact dates and lead times, things are simply unpredictable.

We recommend that you provide this to the homeowner or person receiving the installation. This is a way for them to also know the status of the installation as well.

Please initial each page to acknowledge that you have read and understand the installation agreement and acknowledgement of the installation process.

Any further questions about installation, please call our office at 937-845-9404.

Initial _____
Date _____

10 YEAR WARRANTY

EXPRESSED OR IMPLIED (INCLUDING BUT NOT LIMITED TO ANY REGARDING THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), REGARDING THE PRODUCT WHICH IS THE SUBJECT OF THIS WARRANTY.

All products manufactured by Patton Aluminum Products, Inc. are warranted to be free of material defects for a period of ten (10) years from the date of purchase.

Under such warranty, the cost of material only to replace any part determined by the company to be defective shall be pro-rated between the company and the purchaser as follows:

The company share of such replacement cost shall be one hundred percent (100%) during the first year of the warranty period and will thereafter decrease at the rate of 10 percent (10%) per year during the remainder of the warranty.

This warranty does not cover damage resulting from fire, lightning, hail, wind, earthquake, normal weathering or other acts of nature, misuse, abuse, chemicals, fumes, vapors or other causes beyond the control of Patton Aluminum.

Factory installation done by Patton Aluminum Products only is guaranteed for a period of 90 days, anything over 90 days will have a minimum service charge.

Under no circumstances shall this warranty extend to damages or defects caused by defects in adjacent structures or by defects in the foundation or the supporting structures or ground upon which any structure containing products provided by Patton Aluminum Products, INC. are installed, erected, or incorporated. It is expressly understood that the purchaser is and shall remain solely responsible for providing a good and sufficient foundation, ground and adjacent structure and that any damage to the purchaser's property caused by defects in the same shall be and shall remain the purchaser's responsibility. The determination of whether the foundation, underlying ground and adjacent structures are good and sufficient shall, at all times, be the responsibility of the purchaser alone and the purchaser acknowledges that he/she/it has made sufficient inquiry and received adequate information to make such determination.

This warranty does not exceed other manufacturer warranties for materials not manufactured by Patton Aluminum Products, such as windows, doors etc.

Warranty will be null and void if materials do not follow guidelines set forth by Patton Aluminum, minimum drop, post requirements, downspout requirements, snow loads etc.

The Warranty shall not cover:

- a) Damage, defects or deterioration due to normal use, wear, or exposure to elements.
- b) Damage or defect resulting from misuse, neglect, alteration, accident or negligence.
- c) Repairs, alterations/paint or installations of accessories which have an adverse effect on the operation, performance or durability of the unit or its components.
- d) Repair or replacements of the product or material that has been modified, altered or effected with respect to the intended use of the product.
- e) Repair or replacement as a result of the use or operation of the product in a manner which is not in accordance with the instructions as specified in the owner's manual or other instructions provided by Patton Aluminum.

Photographic Release:

I grant Patton Aluminum Products, Inc. and representative personnel authorized by us, the right to take photographs of personal property in conjunction with any of our products, including for example such purposes as publicity, illustration, advertising, and web content.

Patton Aluminum is not responsible for:

- a) Any consequential damages, including but not limited to claims for lost profits, loss of use or enjoyment, or damage to contents or to adjacent or attached structures.
- b) Loss or damage to person(s) or property other than that covered by the terms of this warranty.
- c) Attorney's fees and expenses of litigation.
- d) Claims for punitive or exemplary damages.
- e) Damages paid or payable by insurer of the purchaser.

Cleaning Hints

Pollutant fills, caused by auto or local industry emissions, can cause an acid type build-up on the baked enamel painted surface. Mix a few tablespoons of dish washing liquid with water and apply liberally to all exposed surfaces. Rinse with clean water. Rinse with clean water. Do not use abrasive or solvent type materials or paint remover. These materials can soften, dull, or remove the baked on enamel finish.

To Remove Mildew -

Black spots on the surface of your aluminum products may be caused by mildew. Watch carefully for rain protected areas such as the underside of your awning or enclosure roof. To eliminate mildew, purchase a product specifically designed for removal of mildew stains on painted surfaces.

Protecting the Finish -

A quality automotive wax can be applied to help preserve the factory finish on your aluminum products. Clean and dry the surface and apply as per manufacturer's directions. Just as the finish on your automobile requires protection, your painted aluminum products will benefit from the same.

Use Caution While Cleaning -

Be careful when cleaning any aluminum product, as there may be sharp edges and corners which could cause harm. The use of protective gloves when cleaning aluminum products is highly recommended.

Purchaser consents to and agrees that this warranty shall be interpreted and construed pursuant to the laws of the State of Ohio only. Alterations/Paint can cause excessive

heat, condensation and interlock issues on seams. Purchaser further agrees and stipulates that the exclusive jurisdiction for resolving any disputes arising out of the purchase, installation or use of this product shall be in the Court of Common Pleas for Clark County, Ohio.

Company _____
Address _____ City _____ State ____ Zip _____
Phone Number _____
Email Address _____

Signature _____

Please fill out the warranty section above and submit for warranty coverage.



Patton Aluminum Products, 65 Quick Rd. New Carlisle, OH 45344
Phone: 937-845-9404 **Fax:** 937-845-9424 **Email:** info@pattonaluminum.com
www.pattonaluminum.com

POLICIES AND TERMS

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LEAK WARRANTY POLICY

Date _____

Patton Aluminum Products, Inc. Leak Warranty Policy does **NOT** cover leaks, damage, and failure of the roof or any part thereof as a result of:

1. Natural or accidental disasters, including but not limited to, damage cause by:

Lightning	Fire
Hailstorms	Vandalism
Floods	Animals
Hurricane Force Winds	Trees
Tornadoes	Falling Objects
Earthquakes	

Exposure to, or application of Improper Cleaning Solutions, Paint, Coating or harsh airborne or liquid chemicals

2. Any intentional or negligent act on the part of the Owner or Third Party including, but not limited to: Misuse, Traffic, Tenting, Installation of Christmas Lights, Clogged Valleys or Debris buildup, Installment of or damage caused by Roof Top Appurtenances, including without limitation, Lightning Protection Equipment, Antennas, HVAC units, Pitch Pans, Framework or Supports for Signs, Piping, Conduit or Sprinkler Systems or Products supplied and/or Installed by others.
3. Distortion, Expansion, or Contraction of the Roof(s) caused by faulty original construction or design of building components, including Parapet Walls, Copings, Chimneys, Skylights, Vents, Valleys, or Roof Deck.
4. Leaks due to any type of Condensation or Condensation on any Non Insulated Top hat is Enclosed. These issues are sometimes mistaken for leaks.
5. Patio Covers and Enclosures must have a minimum drop of $\frac{3}{4}$ " per foot of drop, Awnings must have $2 \frac{1}{2}$ " per foot of drop. (Stepdown material pitch is determined from top of awning to the beginning of the curve or nose of awning)

All work to be completed in a professional manner according to standard practices. Any questions concerning workmanship must be reported within **10 Days** after completion of work or will be subject to service charge.

Additional Info for Unlisted Items _____

Signature: _____ Date: _____

Orders may be called in, faxed in, e-mailed, mailed in or made by stopping by our office.

TERMS:

With an established open account terms will be from date of invoice. All other orders will be cash with pick up of order. We will apply a carrying charge of 1 1/2% per month on any balance of 30 days old, with an effective rate of 18% per year. Minimum charge of \$3.00 per month. Carrying charges will be computed and compounded monthly and added to customers account.

A \$50.00 charge will be made for each check returned from the bank for any reason.

SHIPPING:

Merchandise is shipped via our truck, common carrier or may be picked up at our plant. All products F.O.B. shipping point. Delivery charged via our truck will be accordance to zones. Call our office for delivery charge.

DAMAGED/LOST SHIPMENTS:

Prior to signing for a shipment from the freight lines, **Customers are advised to inspect materials and should have any damages or shortages noted on freight bill.** We will gladly cooperate with customers to obtain adjustments. However, our responsibility ceases when merchandise is given to the transport company in good order. If a shortage occurs in any shipment, request the freight company to trace the missing materials. It is the customer's responsibility to file any claims with the transport company.

SHORTAGES:

All claims for shortages must be made in writing within 10 days. Please refer to our invoice number in all correspondence.

RETURNS:

Merchandise is not sold on consignment, nor with repurchase agreement.

Correctly filled orders cannot be returned without prior written permission. Upon receipt of permission, goods may be shipped to us and a credit, applicable on future purchase, will be issued for goods received in sellable conditions for the price effect at time of invoice, less 15% handling charge, freight expense and any discounts realized.

SPECIAL ORDER:

Items which are custom made are not returnable, such as window, entrance awnings and enclosures.

CANCELLATION:

Changes or cancellation of custom or standard orders, must reach us prior to their manufacturing. No Refunds on Manufactured, Special Cut, or Custom Built Products.

Orders cancelled prior to shipment or refused upon delivery are subject to a 15% handling and restock charge, in addition to freight charges, if incurred.

PRICES:

Suggested published prices indicate our opinion of reasonable retail price levels.

Prices do not include any freight, installations or state or local taxes or any tax imposed on the use or sales of the material included.

All prices, delivery rates, specifications and terms are subject to change without notice.

FACTORY INSTALLATIONS:

Factory installation is available upon request for distributors and dealers, within our installation service area. Factory installation is warranted for a period of 90 days. (See Warranty for details).

Disclaimer

Warrant that the structure is as advertised. Disclaim liability for improper installation or installations not per code and permitted aps.

Structure ≠ foundation