

OCULUS Panels - Limited Warranty

OCULUS Panel - Aluminum Composite Panel - (4mm/ 0.50mm)

1. LIMITED WARRANTY. OCULUS Panels LLC warrants, for the indicated period (the "Limited Warranty Period") commencing with the date of purchase of OCULUS Panels, that all panels are free from defects in material and workmanship. This Limited Warranty extends only to (i) to the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person") where the Product is installed in accordance with OCULUS Panel installation standards and manuals.
 - a. OCULUS Panels, LLC. confirms a warranty of 30 years as per referenced terms and conditions.
 - i. All panels comply with applicable industry standards established for moisture movement 30-90% humidity, water tightness, absorption and penetration.
 - b. OCULUS Panels, LLC. confirms a warranty of 15 years as per referenced terms and conditions:
 - i. Paint Warranty,
 1. Chalking will not be in excess of numerical rating measured in accordance with the standard procedures as outlined by the "Standard Methods of Evaluating degree of chalking of exterior paints" ASTM D4214-89: OR
 2. Fading will not be more than the number of 8E (Hunter) unit, when compared with the color unit measured on the exposed painted surfaces, which we have been cleaned of external deposits and chalk with the corresponding value measured on the unexposed painted surfaces, in accordance with ASTM D2244-89, it being understood that fading or color changes may not be uniform, if the surface is not evenly exposed to the sun of elements; OR
 3. It will not lose gloss to the extent that percent gloss(70) loss will not exceed 8% comparing the specification gloss measured on the exposed painted surface, which have been cleaned of external deposits and chalk with the corresponding value measured on the unexposed painted surfaces, in accordance's with the standard procedures as defined by "Standard Test Method for specification gloss" ASTM D523.
 4. It will not crack, check, peel, flake or chip to that extent is apparent to ordinary outdoor visual observation; provided, however, that any cracks, breaks or other defects in the paint occurring forming, installing, or fabrication of the products shall not be covered by this warranty.
 - ii. Delamination/ Debonding Warranty,
 1. The tensile strength and ductility of all mechanical properties of composite and aluminum skin used in the OCULUS sheet panels are in compliance with "Tension testing of Metallic Materials" ASTM E8
 2. The adhesive and/or lamination used in the OCULUS sheet panels shall not peel or debond beyond accepted industry standard levels when exposed to defined conditions as described in ASTM D903 and comply with "Standard Test Method for Peel Strength of Adhesive Bonds" ASTM D903.
 3. The shear strength of composite materials used in the OCULUS sheet panels shall comply with "Standard Test Method for Shear Strength of Plastics by Punch Tool" ASTM D732.
2. WHAT WE WILL DO. If, during the Limited Warranty Period, the Product is defective in material or workmanship, OCULUS Panel will, in its sole discretion, either repair or replace the defective portion of the Product, or, during the covered period as described above, reimburse the Covered Person for up to twice the original retail cost of the defective portion of the Product. The coverage period shall be 30 years for damages or defects as a result of Paragraph 1 (a) and all subsections. The coverage period shall be 15 years for damages or defects as a result of Paragraph 1(b) and all subsections. After the 30th year, this Limited Warranty will expire in full and shall no longer be applicable. If the original retail cost cannot be established by the Covered Person to OCULUS Panel's reasonable satisfaction, the cost shall be determined by OCULUS Panel in its sole and reasonable discretion. OCULUS Panel's repair, replacement, or refund of the defective portion of the Product or reimbursement pursuant to Section 2 of this Limited Warranty is the exclusive remedy for the Covered Person for any defect in materials or workmanship. OCULUS PANEL WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.
3. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY. Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:
 - a. A Covered Person must provide written notice to OCULUS Panel within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for OCULUS Panel to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to OCULUS Panel that such claimant is a Covered Person as defined in Section 1 above.
 - i. The Product must be installed according to OCULUS Panel's printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
 - ii. Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair to the Product, a Covered Person must allow OCULUS Panel or OCULUS Panel's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from OCULUS Panel may void the warranty.
4. WHAT IS NOT COVERED. This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 3 of this Limited Warranty and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product after shipping from OCULUS Panel; (c) Neglect, abuse, or misuse; (d) Repair or alteration; (e) Settlement or structural movement and/ or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Exceeding the maximum designed wind loads; (h) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (i) Efflorescence, peeling or performance of any third party paints, stains and/ or coatings; (j) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (k) Lack of proper maintenance; (l) Any cause other than defects in material and workmanship attributable to OCULUS Panel.
5. LIMITATION OF LIABILITY. IN NO EVENT SHALL OCULUS Panel BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.
6. LIMITATION OF WARRANTY. THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. OCULUS Panel DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.
7. ENTIRE AGREEMENT. This Limited Warranty contains and represents the only warranty extended by OCULUS Panel for the Product. No employee or agent of OCULUS Panel or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.
8. MODIFICATION OR DISCONTINUATION OF PRODUCTS. OCULUS Panel reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, OCULUS Panel will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.
9. HOW TO OBTAIN LIMITED WARRANTY SERVICE. For warranty service call 1.866.375.8603 or write Limited Warranty Department, OCULUS Panels, LLC., 3433 Marshall Lane, P.O. Box 826, Bensalem, Pennsylvania, 19020