

GALVALUME® Warranty



Fortified Metals
1420 Markum Ranch Rd
Fort Worth, TX 76126
(888) 3-FORTIFIED
www.fortifiedmetals.com

PRIME GALVALUME® COLD ROLLED SHEET EXCLUSIVE LIMITED WARRANTY

Fortified Metals, LLC ("Seller"), hereby provides and grants this exclusive limited warranty (this "Warranty") to its original purchaser of GALVALUME® Sheet (defined below) (the "Buyer"). The Seller warrants, subject to the terms and conditions set forth below, that the prime hot dipped aluminum zinc alloy coated prime GALVALUME® cold rolled sheet steel, with a coating weight of AZ50 or AZ55, is sold solely for use as steel building roofing and siding panels ("GALVALUME® Sheet"), will not, during the Warranty Period, rupture, fail structurally or perforate as a result of corrosion caused by exposure to normal atmospheric conditions. This Warranty does not apply to or cover any rupture, structural failure or perforation caused by any reason other than corrosion caused by exposure to normal atmospheric conditions. This Warranty also does not apply to secondary (non-prime) GALVALUME® cold rolled sheet steel, which is sold AS IS and WHERE IS without any representations or warranties from Seller. For purposes of this Warranty, "Warranty Period" means that period of time that begins on the date the GALVALUME® Sheet is shipped from the respective Seller's facility in Texas and expires as follows:

- (a) for pre-painted AZ50 or AZ55 coating weights, **twenty-five (25) years plus six (6) months thereafter;**
- (b) for unpainted AZ50 coating weight (acrylic-coated inclusive), **twenty (20) years plus six (6) months thereafter;** and
- (c) for unpainted AZ55 coating weight (acrylic-coated inclusive), **twenty-five (25) years plus six (6) months thereafter.**

GEOGRAPHIC LIMITATIONS. This Warranty applies only to GALVALUME® Sheet used as building roofs and siding panels within the continental United States, Canada and Mexico.

EXCLUDED ATMOSPHERIC CONDITIONS. Without otherwise expanding upon the Warranty, normal atmospheric conditions do not include, and this Warranty does not apply to, GALVALUME® Sheet exposed at any time to abnormal, corrosive or aggressive atmospheric or other conditions (collectively, "Abnormal Conditions"). Abnormal Conditions include, without limitation

- (a) saltwater marine environments or constant spraying of saltwater or freshwater;
- (b) wet storage stain caused by water damage and/or condensation;
- (c) areas subject to severe industrial environments;
- (d) corrosive chemicals, concrete, cement dust, fumes, ash, animal waste, fertilizers or other moisture retaining substances;
- (e) direct metallic contact or water run-off from dissimilar metals such as, but not limited to, lead and/ or copper flashings; and
- (f) other conditions and/or circumstances where corrosive fumes or condensates are generated or released inside the building that contains the GALVALUME® Sheet.

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ADDITIONAL WARRANTY EXCLUSIONS AND SITUATIONS.

In addition to the Abnormal Conditions described above, this Warranty does not apply if any one or more of the following occurs or are present:

- (a) bends less than 2T for sheet thickness of 0.030 inches and thinner gauges;
- (b) bends less than 4T for sheet thickness of 0.031 inches and thicker gauges;
- (c) roof slopes flatter than ¼ inch:12 inches;
- (d) failure to provide free and unfettered drainage of water, including, but not limited to, internal condensation from overlaps and all other surfaces of the sheets or panels;
- (e) failure to remove debris and/or contaminants from overlaps and all other surfaces of the sheets or panels;
- (f) mechanical, chemical (including, without limitation, transportation rust and/or wet storage stain) or other damage sustained during shipment, handling, storage, forming, fabrication and/or during or after installation;
- (g) coating damage caused by, among other causes, severe reverse bending, alternate tension and compression cycles/bending of the coating, and improper roll forming, abrasion, scouring or cleaning procedures;
- (h) panel deterioration due to contact with chemically treated or wet lumber;
- (i) presence of damp insulation and/or other corrosive materials in contact with or in close proximity to the panels;
- (j) deterioration or corrosion caused directly or indirectly by contact with fasteners or sealants (selection of appropriate long-term fasteners and/or sealants that will be in contact with any sheet roofing and siding panels rests solely with Buyer);
- (k) panel deterioration due to contact or installation with concrete foundations/dirt;
- (l) failure due to use in manner not intended or improper storage or handling;
- (m) failure due to edge corrosion or misapplication of Seller's material; and
- (n) failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, terrorism, or radiation.

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EXCLUSIVE REMEDY. If the GALVALUME® Sheet fails to conform to the Warranty, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and in its sole discretion,

- (a) repair the non-conforming GALVALUME® Sheet, or
- (b) furnish (FOB Buyer's facility) sufficient replacement GALVALUME® Sheet to allow Buyer, at Buyer's expense, to fabricate replacement panels for the non-conforming GALVALUME® Sheet. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the non-conforming GALVALUME® Sheet. The Warranty shall apply to the replacement GALVALUME® Sheet, but only for the unexpired Warranty Period with respect to the non-conforming GALVALUME® Sheet.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING THE GALVALUME® SHEET, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GALVALUME® SHEET. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

CLAIMS. Buyer must exercise diligence in inspection of GALVALUME® Sheet as received from Seller to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the Warranty Period and within thirty (30) days after Buyer first discovers the purported non-conformance. Such claims must be delivered to the Seller that sold the purported non-conforming GALVALUME® Sheet in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the GALVALUME® Sheet involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed non-conformance is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer brings against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

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TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agent and representatives may not claim, represent or imply to Buyer's customers, distributors, applicators or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

WAIVER AND MODIFICATION. No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice and be rendered and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the GALVALUME® Sheet is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance or gift shall each be deemed a change in ownership.

GOVERNING LAW. The laws of the State of Texas shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding the applicable GALVALUME® Sheet and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty for obvious base metal defects granted by Seller to Buyer pursuant to Section 7 of the Agreement as to Standard Terms and Conditions of Sale (the "Agreement of Sale") between Seller and Buyer. In the event any provision of this Warranty conflicts with any provision of the Agreement of Sale, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable GALVALUME® Sheet.

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Fortified Metals Order No.

Color/Gauge

Contractor/Installer Name

Date Completed

Square Footage

Owner's Full Name

Structure's Address

City/State/Zip

Owner's Printed Name

Contractor's Printed Name

Contractor's Signature

Fortified Metals Signature