

TERNIUM USA - ALUMINUM-ZINC ALLOY COATED GALVALUME® STEEL SHEET LIMITED WARRANTY



1. Limited Warranty

Ternium USA, Inc. ("Ternium") warrants to its buyer ("Buyer") of prime hot dipped aluminum-zinc alloy coated GALVALUME® steel sheets with a coating weight of AZ50 or AZ55 for use as steel building, roofing or siding panels erected within Continental U.S. ("Product(s)") that Product will not rupture, fail structurally or perforate during the Warranty Period (as defined below) due to corrosion caused by exposure to normal atmospheric conditions. This limited warranty is subject to, and conditioned upon Buyer's fulfillment of, the terms below ("Warranty"). This Warranty applies to Product manufactured at Ternium's and/or Ternium Mexico's mills and sold by Ternium to Buyer on or after September 1, 2023.

2. Warranty Period

Effective as of the Product's delivery or shipment date (the earliest), the Warranty period for each of the following Products is ("Warranty Period"):

- (a) AZ50 bare and acrylic-coated: 40 years;
- (b) AZ55 bare and acrylic-coated: 45 years;
- (c) AZ50 pre-painted: 50 years; and
- (d) AZ55 pre-painted: 55 years.

3. Excluded Atmospheric Conditions

This Warranty does not apply to Product exposed to corrosive, aggressive, or other abnormal atmospheric conditions, including but not limited to:

- (a) Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water;
- (b) Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste;
- (c) Areas subject to direct metallic contact or water run-off from dissimilar metals such as, but not limited to, lead and/or copper flashings;
- (d) Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building;
- (e) Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for or a reduction in length or invalidation of the stated warranty;
- (f) Cut-edges of steel, whether such cut-edges originated at manufacturing or result from after-sale processing; and
- (g) Areas subject to direct contact or run-off from CCA, AQC, CA-treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes, composite shingles or siding.

4. Other Excluded Situations

This Warranty does not apply to or upon:

- (a) Bends less than 2T inside bend diameter for sheet thicknesses 0.030 inches and thinner, and less than 4T for sheet thicknesses greater than 0.030 inches;
- (b) Roof or sections of the roof flatter than 1/4": 12" slope;
- (c) Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection;
- (d) Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension;
- (e) Failure to provide free drainage of water, including, but not limited to, internal condensation from overlaps and from all other surfaces of the sheets or panels;
- (f) Failure to remove debris from overlaps and from all other surfaces of the sheets or panels;
- (g) Damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures;
- (h) Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation;
- (i) Presence of damp insulation, soil, vegetation or other corrosive materials in contact with or in close proximity to the sheets or panels;
- (j) Deterioration or damage to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners. Selection of suitable long-lasting fasteners to be used with Products rests solely with Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact;
- (k) Improper installation;
- (l) Siding panels in contact with soil and/or concrete;
- (m) Lack or wrongful use of a paint system approved or suggested by a qualified coil coater or according to pre-paint industry standards;
- (n) Failures caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, radiation, or any force majeure event; and
- (o) Industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure.

5. Exclusive Remedies and Liability Limitation

If the Product fails to conform to the Warranty ("Non-Conforming Product(s)"), Ternium, at its option and cost, will repair or replace the Non-Conforming Product or refund the purchase price paid by Buyer ("Price"). This is the only and exclusive remedy for Non-Conforming Products ("Remedy(ies)"), and Ternium will not be liable under this Warranty (a) for any damages of any nature that may result from or be related to Non-Conforming Products, and (b) in excess of the Price.

6. No Other Warranties

THERE ARE NO WARRANTIES, REPRESENTATIONS, PROMISES OR AFFIRMATIONS OF FACT, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE, OTHER THAN THOSE EXPRESSLY SET FORTH IN THIS WARRANTY.

7. Inspection and Terms for Claims and Actions

Buyer must promptly inspect the Product as received from Ternium before utilization to mitigate expenses involved in repairing or replacing a Non-Conforming Product. Claims for Non-Conforming Products must be made within 30 days after Buyer discovers (or should have discovered) such Non-Conforming Products ("Claim"); provided, however, that no Claim may be made after the Warranty Period. Buyer must give Ternium a reasonable opportunity to inspect the alleged Non-Conforming Product and evaluate the Claim. Any legal action against Ternium for breach of, or related to, this Warranty must be brought by Buyer within 1 year after the cause of action accrues.

8. Information and Evidence of Claims

Claims must be supported with sufficient information (including but not limited to a copy of this Warranty, the invoice(s) issued and delivered to Buyer, and other relevant documents relating to the alleged Non-Conforming Products) and evidence to enable Ternium to (a) establish order number, date of sale to Buyer, coil number, date of shipment, and date of installation of the Non-Conforming Product, and (b) determine whether the Warranty has been breached. Claims will not be entertained if the alleged Non-Conforming Products have not been paid for.

9. Non-Transferable Warranty

This Warranty is solely for Buyer, and thus non-transferable and non-assignable to any third party, including but not limited to successors and assigns, and Buyer's direct or indirect purchasers, customers, processors, or users of Product. Buyer may not claim, represent or imply to any third party, including but not limited to Buyer's customers, distributors, applicators or contractors, that this Warranty extends to parties other than Buyer. Buyer may not publish or otherwise disclose this Warranty in any media or transmit it to any third party without Ternium's prior written consent.

10. Governing Law and Jurisdiction

This Warranty is subject to the (a) laws of the State of Texas, and (b) exclusive jurisdiction of the courts of Harris County, Texas.