**GALVALUME® SHEET WARRANTY**

3GM Steel Inc., 1650 W. Highway 80, Somerset, Kentucky, 42503, (seller), hereby provides this **LIMITED WARRANTY TO**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(“buyer”). This warranty shall be governed by the following provisions. The seller’s hot-dipped aluminum-zinc alloy coated AZ55 Acrylume® sheet steel sold for use as unpainted steel building, roofing, and siding panels, if erected within the Continental United States, **WILL NOT** rupture, fail structurally, or perforate within a period of 25 years after shipment from our mill due to exposure to normal or atmospheric conditions.

|  |  |
| --- | --- |
| 1. **Excluded Atmospheric Conditions**

This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:* 1. Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water.
	2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
	3. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with lead or copper.
	4. Conditions/Circumstances where corrosive fumes or condensates are generated or released inside the building.
 | **VI. Inspection & Notice of Claim**Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repairing, repainting, or replacing nonconforming sheets. Claims for any breach of warranty must be made within the period of this limited warranty and within thirty days after Buyer discovers nonconforming sheet, and Buyer must give Seller a reasonable opportunity to inspect the material. |
| 1. **Other Excluded Situations**

This limited warranty DOES NOT APPLY in the event of:* 1. Bends less than 2T for sheet thickness 0.030” and thinner and less than 4T for sheet thickness 0.031” and thicker.
	2. Slopes of the roof or sections of the roof flatter than ¼:12.
	3. Mechanical, chemical, or other damage sustained during shipment, storage, forming fabrication, or during or after erection.
	4. Forming which incorporates severe reverse bending or which subjects coating to alternative compression and tension.
	5. Failure to provide free drainage of water, including internal condensation from previous overlaps and all other surfaces of the sheets or panels.
	6. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
	7. Damage caused to the metallic coating due to improper roll forming, scouring or cleaning procedures.
	8. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
	9. Presence of damp insulation or other corrosive metals in contact with or close proximity to the panel.
	10. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners to be used with GALVALUME® sheet roofing and siding panels rests solely with the Buyer.
 | **VII. Duties of Buyer In Presenting Claims**As a condition precedent to Seller’s liability hereunder, Buyer must present with their claim such records so to enable Seller to establish Seller’s order number. Seller’s coil number, date of shipment by seller and the date of installation in the form of building panels for the claimed nonconforming sheet.Buyer shall also present such evidence that establishes any claimed nonconformance was due to a breach of the warranty stated herein. Such evidence shall include direct traceability to the material on claim back to the point of purchase.**VIII. Transfer Representations & Assignments**This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable & non-assignable. No rights against Seller shall be created by any purported transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim represent or imply that this limited warranty extends or is available to parties other than the Buyer, and to the limit of it’s legal right to do so Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder. |
| 1. **Exclusive Remedies**

Buyer’s exclusive remedies and Seller’s sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at Seller’s sole option, of furnishing FOB Buyer’s plant sufficient panels for the nonconforming panels. | **IX. Waiver Or Modification of Seller’s Rights**No terms or conditions, other than those stated herein, an no agreement or understanding, oral, written, and no course of conduct or performance, in any way purporting to modify this limited warranty or to waive Seller’s rights hereunder, shall be binding on Seller unless the same be clearly set forth in a writing that expressly refers to having such effect upon this limited warranty and is signed by the authorized representative of Seller.  |
| 1. **Limitations Of Damages**

THE LAIBILITY IF SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSENQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS IF THIS LIMITED WARRANTY. | **X. Termination**Seller reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.**XI**. **Governing Law**The substantive law of the Commonwealth of Pennsylvania shall exclusively govern the rights and duties of the parties under this agreement. |
| 1. **Other Warranties, Including Merchantability**

THERE ARE NO WARRANTIES, PROMISES R AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICUALR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS, AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NOCONFORMING SHEET SHALL BE GOVERNED EXCLSIVELY BY THE TERMS SET FORTH HEREIN. | 1. **Entire Agreement**

The provisions set forth herein, are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representation, if any, made prior to or with reference hereto are merged herein. |

SHERWIN-WILLIAMS,

Coil Coatings

WEATHERXLTM , WEATHERXLTM CRINKLE LIMITED WARRANTY

3GM Steel

1650 West Hwy 80

Somerset, KY 42503

Wc are pleased to present you with THE FOLLOWING Limited Warranty on our WeathcrXL Siliconizcd Polyester coil coatings.

l . This Warranty applies if any of the following WatTanty Conditions occurs:

1. Within 40 years from the datc of application of the paint, WeathcrXL exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.
2. Within 30 years from the date of installation of the panels, WeatherXL:

i. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a numbcr eight (8) rating on vcltically installed (sidewall) panels, when properly maintained as described herein, and ii. Changes color morc than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and fivc (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color changc shall be measured on an exposed painted surfacc that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that arc not equally exposed to the sun and elements and Sherwin-Williams does not wamant that color changes will bc uniform.

1. If a Warranty condition occurs and the other requirements ofthis Warranty are met, Sherwin-Williams will supply you with the following Warranty benefits:

Sherwin-Williams will pay for labor and material reasonably necessary to repaint, repair or replace, at our option, the metal panels showing the Warranty Conditions. Thc Wamnty Bcncfits shall not exceed the original purchase price of the affected metal panels (not including any accessories or attachments) or the remedy provided in any other wananty provided to the building owner, whichever is less, cvcn if our limited warranty fails of its essential purpose. This Warranty will continuc to apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only för the unexpired ponion of the Warranty period applicable to thc original part.

1. Sherwin-Williams cannot control thc circumstances of application. Therefore, this Limited Warranty applies only when WeatherXL coil coatings are properly applied (according to the application instructions in Sherwin-Williams's then-current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel (G90/G60), Galvalume, and Aluminum) that is fabricated into commercial or industrial building parts. Sherwin-Williams does not warrant the use of WeatherXL coil coatings with non-Sherwin-Williams coatings. Warranty Benefits are available only for all-Sherwin-Williams coating systems. Also, because some colors may not mcct our standards, Sherwin-Williams will inform you in writing at the time of color matching if the color you have selected is not an approved color.
2. To receivc Warranty Benefits for a Warranty Condition, you must:
	1. Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect to: Vice President, Coil and Extrusion, The Sherwin-Williams Company
	2. Provide access to the affected panels and site.
	3. Assist us as necessary in determining the exact cause of failure.
	4. Providc such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the WeathcrXL coating involved; and production records and quality control records from your coater showing compliance with our application specifications and the results of tests required by those specifications.
3. Wc arc not responsible and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:

The Sherwin-Williams Company 901 N. Greenwood Avenue-Kankakee, IL 60901 SHERWIN-WILLIAMS

Coil Coatings

* 1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Sherwin-Williams's control
	2. Harmful fumes or foreign substances in the atmosphere, or salt spray
	3. Failure to apply WeatherXL coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
	4. Improper treatment or defects in the substrate metal or in its fabrication, embossing. Any corrosion or loss of adhesion as a result of the embossing process;
	5. Significant differences in insulation below coated metal panel;
	6. WeatherXL which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
	7. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
	8. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
	9. WeatherXL that has been stored/installed in such a way that allows contact with animals or animal waste.
	10. Mishandling of WeatherXL or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage;
	11. Where materials / items such as snow guards and solar panels are attached / adhered to the product;
1. No Warranty is provided for WeatherXL on any substrate that is subjected to sea spray or installed on property located I ,500 or fewer feet from a salt-water environment.
2. If chrome free pretreatment is used, wan•anty for adhesion must be validated by sample testing of production material. Material must pass AAMA 2605 sec. 8.4. I .4 Boiling Water Adhesion. Following topcoat application a sample must undergo a twenty (20) minute boiling water immersion crosshatch; sample within 5 minutes of removal from the boiling water/evaluate adhesion in the cross hatched area per AAMA sec. 8.4.1 .2 Tape Pull-Off (ASTM D3359 Method B)/Result must be 5B, no tape off. Use of chrome free pretreatment with Galvalume voids warranty.
3. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with WeatherXL is originally installed.
4. This is our only warranty concerning WeatherXL Siliconized Polyester coil coatings. Except for this Warranty, WE MAKE

NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING

WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT

INFRINGEMENT. SHERWIN-WILLIAMS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to WeatherXL Siliconized Polyester coil coatings, whether based on warranty, negligence or any other legal theory.

1. This is our complete warranty. It lists all of Sherwin-Williams's obligations regarding WeatherXL Siliconized Polyester coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Sherwin-Williams makes no warranty to your customers, and is not responsible for any warranty you choose to provide to your customers conceming the performance of WeatherXL Siliconized Polyester coil coatings. Sherwin-Williams may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to WeatherXL Siliconized Polyester coil coatings sold to you after the notice period expires. This warranty shall be governed by Minnesota law, but not its conflict of law rules.

IN WITNESS WHEREOF, Sherwin-Williams and Customer have executed this Warranty effective as of this 9 th day of November, 2019.

THE SHERWIN-WILLIAMS COMPANY

 BY: 

CUSTOM

 Title Title: Warranty & Claims Manager

 The Sherwin-Williams Company 901 N. Greenwood Avenue-Kankakee, IL 60901