EXCLUSIVE WARRANTY

This Warranty (collectively, the “Warranty”) is issued by Sheffield Metals Cleveland, LLC, dba Sheffield Metals International (hereinafter referred to as “Sheffield”), to the customer identified in this Certificate (hereinafter referred to as “Customer”) and applies to the finish on AZ50/AZ55 Galvalume® and Aluminum flat sheet and coil products (hereinafter referred to as the “Product”) with PVDF based coating consisting of KYNAR 500® or Hylar 5000® resin (hereinafter referred to as the “Coating”) if erected in regions North of 15° North latitude and South of 15° South latitude.

1. Subject to the provisions contained herein, Sheffield warrants that the Coating shall not chipe, crack, peel, peel, flake or check (except for such slight crazing or cracking as may occur on tightly roll-formed edges or break bends at the time of roll forming or other fabrication of pre-painted sheet or coil and which is accepted in the industry as standard), and to the extent that Sheffield warrants that, when installed vertically and not more than eighty-six (86)° from the vertical, the Coating will not chip, crack, peel, flake or check, unless due to defects in the metal or in the Coating, or caused by circumstances beyond Sheffield’s control, including, but not limited to, normal defects in the metal or in the Coating, or defects due to improper treatment of the metal or the Coating, or caused by circumstances beyond Sheffield’s control, including, but not limited to, normal defects in the metal or in the Coating, or defects due to improper treatment of the metal or the Coating.

5. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED IN ANY OTHER WARRANTY, AUTHORIZED DISTRIBUTOR, DEALER OR OTHER ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE USE OR FAILURE OF THE DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE DEFECTIVE PRODUCT OR COATING, FOR THE INTERUPTION OF THE CUSTOMER’S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE DEFECTIVE PRODUCT OR COATING, EVEN IF SHEFFIELD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, LOSS AND/OR LIABILITIES, WHETHER OR NOT SUCH DAMAGES WERE DIRECTLY OR INDIRECTLY RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

Sheffield shall not in any event be liable to the Customer or any other person or entity for any actions, claims, causes of action, damages, expenses and/or liabilities arising from or related to the design, use or failure of the defective product or coating, for the interruption of the customer’s operations or business, for the cost of labor expended by others on any defective product or coating or for any special, indirect or consequential damages whatsoever or loss of profit or other financial loss arising out of the use or failure of the product or coating, even if Sheffield has been advised of the possibility of such actions, claims, causes of action, damages, loss and/or liabilities, whether or not such damages were directly or indirectly resulting from the failure of any product or coating to conform with the provisions of this limited warranty.

9. Customer acknowledges that Sheffield is not the manufacturer or applicator of the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined by the manufacturer, or the Customer, by the original manufacturer.

10. This Warranty applies solely to Sheffield “inventoried stock” colors. Custom matched colors and non-inventoried items may have different warranty terms, or not be warranted.

11. For this Warranty to apply, the Customer must retain certain records. In order for Sheffield to process a claim, we will need to be told the original coil or skid tag number.

12. THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST SHEFFIELD, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SHEFFIELD. SHEFFIELD SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. SHEFFIELD HEREBY DISCLAIMS ALL OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

SIGNATURE:

This Warranty is not valid unless signed by an authorized employee or agent of Sheffield.

By: ________________________________
Name Printed: Mike Blake
Title: President
Date: ________________________________
Issued To: ________________________________
For: ________________________________
Job: ________________________________
Color: ________________________________
Completion Date: ________________________________