35-Year Limited COOLR “Paint” Warranty
For AZ50 Galvalume®.

EXCLUSIVE WARRANTY

This Warranty (collectively, the “Warranty”) is issued by Sheffield Metals Cleveland, LLC, d/b/a 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 Galvalume® flat sheet and coil products (hereinafter referred to as the “Product”) with a Fluropen Print System (3 Coat System = Fluoropolymer Basecoat/Fluropen Print Coat/Fluropen Base Coat) Coating (hereinafter referred to as the “Coating”) if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

1. This Warranty applies if any of the following Warranty Conditions occurs:
   a. Within 35 years from the date of application of the paint, Fluropen Print System 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.
   b. Within 30 years from the date of installation of the panels, Fluropen Print Coat:
      i. Chalks in excess of ASTM D-4214 method A number eight (8) rating when properly maintained as described herein, and
      ii. From within 20 years from date of installation of the panels, Fluropen Print Coat:
         a. Improper treatment of or defects in the metal or in the fabrication or areas where items such as snow guards or solar panels are attached/adhered to the product.
         b. Intermittent or continual submersion in water or any other liquid or solid material;
         c. Damage from wind, deliberate damage, improper handling by contractors; and
         d. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO OUR INSTRUCTIONS
   c. Improper treatment of or defects in the metal or in the fabrication or areas where items such as snow guards or solar panels are attached/adhered to the product.
   d. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.2 mils).

2. This Warranty does not apply to circumstances beyond Sheffield's control, including:
   a. Fire or other casualty or physical damage;
   b. Unusual harmful fumes, foreign substances in the atmosphere or contamination to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the job site or during storage at the job site. This Warranty does not cover failure due to corrosion of substrate.
   c. Improper treatment of or defects in the metal or in the fabrication or areas where items such as snow guards or solar panels are attached/adhered to the product.
   d. Embossing that fractures or severely stretches the film (i.e. film is diminished at the point of emboss by greater than 0.2 mils).

3. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination integral to the coating, which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the job site or during storage at the job site. This Warranty does not cover failure due to corrosion of substrate.

4. EXCLUDED ATMOSPHERIC CONDITIONS

   This Warranty does not apply to sheet exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to:
   A. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or it’s decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black;
   B. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building;
   C. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same;
   D. 5. All Warranty work will be performed by Sheffield, or any company, dealer, contractor, or distributor selected by Sheffield. Since there may be a color variance between the replacement or reprimed Product and the originally installed Product due to natural weathering (i.e. exposure to sunlight and extremes of heat and weather) on the originally installed Products, this condition shall not be indicative of a defect.

6. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SHEFFIELD'S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (I) THE CUSTOMER'S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY, OR (II) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL, OR SHEFFIELD'S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL NOT EXCEED AND ADDITIONALLY, SHEFFIELD'S OPTION, A HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO SHEFFIELD BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE PRODUCT. SHEFFIELD SHALL NOT BE LIABLE FOR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS, IN THE CONDITION AND AS PURCHASED BY CUSTOMER FROM SHEFFIELD. ALL INSTANCES SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATION UNDER THE WARRANTY. SHEFFIELD RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.

7. This Warranty applies only to products manufactured by the customer within six (6) months from shipment thereof by Sheffield Metals International.

8. Claims under this Warranty must be presented by the customer to Sheffield in writing during the warranty period and within thirty (30) days after Customer becomes aware that any warranted condition has occurred. Time is of the essence and failure to give notice within the specific time shall discharge Sheffield from any obligations under this Warranty. Sheffield must be given a reasonable opportunity to do an on-site inspection to determine if there is a coating failure.

9. The laws of the State of Ohio shall exclusively govern the rights and duties of the parties to this Warranty. Any controversy or claim arising out of or related to this Warranty, or the breach thereof, shall be brought before a court of competent jurisdiction in Cleveland, Ohio under the substantive and procedural laws of the State of Ohio.

10. Customer acknowledges that Sheffield is not the original 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 finally and conclusively as to Customer, by the original manufacturer.

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

12. For this Warranty to apply, the Customer must retain certain records. In order for Sheffield to process a claim, we require the original sale agreement, materials used and sheet location, and a copy of your completed warranty form.

13. 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 LIMITED TO 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 DISCLAIMER OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMER IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SHEFFIELD. SHEFFIELD SHALL NOT BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES. SHEFFIELD HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE OR STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER AND IS TRANSFERABLE AND ASSIGNABLE TO A SUBSEQUENT OWNER OF THE SUBJECT BUILDING. THIS WARRANTY MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF SHEFFIELD. EXCEPT AS OTHERWISE EXPLICITLY PROVIDED HEREIN, THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE “PASSED THROUGH” TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER’S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES. IN THE EVENT THIS WARRANTY IS TRANSFERED OR ASIGNED TO A SUBSEQUENT OWNER OF THE SUBJECT BUILDING, SUCH SUBSEQUENT OWNER SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY.

14. SHEFFIELD SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

15. SHEFFIELD METALS CLEVELAND, LLC

By: ___________________________
Name Printed: Mike Blake
Title: President
Date: "Sheffield"
Issued To: _______________________
For: ___________________________
Job: ___________________________
Color: _________________________
Completion Date: ___________________

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