50-Year Painted AZ50 Galvalume® Limited “Metal” Warranty

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”) to warrant that the AZ50 Galvalume painted with Sheffield’s stock COOLR®, PVDF resin painted sheet steel sold for use as steel building roofing and/or siding panels, if erected within the continental United States and Caribbean, WILL NOT as a result of corrosion: rupture, fail structurally or perforate within a period of 50 years after shipment from Sheffield when exposed to normal atmospheric conditions.

1. 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. Coastline areas with a marine exposure within the following distances:
- Coastline with breaking surf – 1500 ft.
- Coastline with large bay – 800 ft.
- Coastline with marsh – 400 ft.
And all areas subjected to constant spraying of either salt or fresh water.
B. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste, or its decomposition by-products, fallout from copper, lead, nickel or silver mining or refining operations and carbon black.
C. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building.
D. 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.

2. OTHER EXCLUDED SITUATIONS
A. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, during or after erection.
B. Failure to provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or panels.
C. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
D. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
E. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
F. The presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
G. Deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume® roofing and siding panels rests solely with the Customer.
H. Bends less than 2T for sheet thickness .030” and thinner and less than 4T for sheet thickness .031” and thicker.
I. Slopes of roof or sections of the roof flatter than 1:15.
J. Forming, which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
K. “Cut edge corrosion” which is to be expected with all Galvalume.
L. This Warranty applies only to the hot dipped aluminum-zinc alloy coating and not to any paint coating that may be applied to the metal. A separate warranty is available for Sheffield’s COOLR paints.

3. EXCLUSIVE REMEDIES
Customer’s exclusive remedy and Seller’s sole liability for breach of this limited Warranty shall be limited to the cost of either repairing non-conforming panels, or at Seller’s sole option:
A. Furnishing to Customer, FOB Customer’s plant, sufficient sheet metal to enable Customer to fabricate replacement panels for the defective panels, or;
B. Reimbursementing Customer for the cost of the defective panels.

4. LIMITATION OF DAMAGES
THE LIABILITY OF THE SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM TO THE PROVISIONS OF THIS LIMITED WARRANTY.

5. INSPECTION AND NOTICE OF CLAIM
Customer shall exercise diligence in inspection of panels as received from Sheffield to mitigate repair or replacement. No Warranty shall apply to panels that are used and contain coating defects discernable by reasonable inspection. Claims for any breach of Warranty must be made within the period of this limited Warranty. Customer must give Seller a reasonable opportunity to inspect the material. Claims must be promptly reported in writing to Sheffield, and Sheffield shall be given a reasonable opportunity to inspect the panels claimed to be defective. Customer must prove that the defective materials were sold by Sheffield by means of proper identification of the material involved in the claim, including date of shipment by Sheffield, date of installation, Sheffield order number, coil number, and invoice number.

6. TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS
This limited Warranty is extended to the Customer as the original purchaser from Sheffield and is non-transferable and non-assignable, and may not be enlarged in its scope by any representative, sales person, agent or other employee of Sheffield. No rights against Sheffield shall be created by any purported transfer or assignment. 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.

7. WAIVER OR MODIFICATIONS OF SHEFFIELD’S RIGHTS
No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance in any way purporting to modify this limited Warranty or to waive Sheffield’s rights hereunder, shall be binding on Sheffield unless the same be clearly set forth in a writing that expressly refers to this limited Warranty and expressly refers to having such effect upon this limited Warranty. This warranty shall be signed by the authorized representative of Sheffield.

8. OTHER PROVISIONS
Customer acknowledges that Sheffield is not the manufacturer or applicator of the coating warranted herein and agrees that all claims arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer.

9. GOVERNING LAW
The substantive law of the State of Ohio shall exclusively govern the rights and duties of the parties under this agreement. 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.

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

SHEFFIELD METALS CLEVELAND, LLC

By:  _______________________________________  Name Printed:  Adam Mazzella  Title: President  Date:              “Sheffield”  Issued To:   For  Job:    Color:   Completion Date:


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