40-Year Limited COOLR “Paint” Warranty
AZ50 Galvalume®, G90 Galvanized, or Aluminin

EXCLUSIVE WARRANTY

This Warranty (collectively, the “Warranty”) is issued by Sheffield Metals Cleveland, LLC, aka 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®, G90 Galvanized, or Aluminin flat sheet and coil products (hereinafter referred to as the “Product”) with PVD coating consisting of KYNAR 500® or Hylar 5000® resin (hereinafter referred to as the “Coating”) if erected anywhere within the Continental United States including Alaska, Hawaii and Canada.

1. Subject to the provisions contained herein, Sheffield warrants that during the Forty (40) Year Warranty Period, Sheffield’s COOLR stock Coatings will not chip, crack, peel, flake or check (except for such slight crazing or cracking as may result from slightly rough 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). Subject to the provisions contained herein, Sheffield warrants that for Thirty (30) years from the date of installation of panels, the Coating will not chalk in excess of ASTM D-4214 method A659 number eight (8) rating when properly maintained in accordance withValspar’s printed guidelines. Will not change color more than Five (5.0) Hunter ΔE units as determined by ASTM method D-2244 when properly maintained in accordance withValspar’s printed guidelines. Color change will be measured on an exposed painted surface. This Warranty covers the Color (i.e. true colors whereas color shift is color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sun, snow, rain, heat, cold, extremes of temperature and weather) of the originally installed Products, this condition shall not be indicative of a defect.

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 weathering. No warranty is provided for the coating on any substrate that is subjected to sea spray or installed on a property located 1500 or fewer feet from a coastline, salt or brackish water, or any salt water environment;
   c. Improper treatment or of 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. Intermittent or continual submersion in water or any other liquid or solid material;
   e. Damage from wind, deliberate damage, improper handling by erectors, from abrasive or chemical cleaners.
   f. 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.
   g. Stored or installed in a way that allows for poor air circulation, contact with animals or animal waste;
   h. 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 detrimental to the coating, which occurs or results from installation of the Product, including, but not limited to:
   a. 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;
   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 lumen containing same;

5. All Warranty work will be performed by Sheffield, or any company, dealer, contractor, applicator, or distributor selected by Sheffield. Since there is no standard color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sun, snow, rain, heat, cold, extremes of temperature and weather) of 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 INCLUDE OR RELATE TO ANY CUSTOMER’S LIABILITY DIRECTLY ATTRIBUTABLE TO A BREACH OF THIS WARRANTY. OR (I) THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL, OR AT SHEFFIELD’S OPTION, REFUND OF THE PURCHASE PRICE. WHICH SHALL NOT EXCEED THE AMOUNT EQUIVALENT TO HUNDRED PERCENT (100%) OF THE AMOUNT PAID TO SHEFFIELD BY THE CUSTOMER FOR THE DEFECTIVE PRODUCT. SHEFFIELD SHALL NOT BE LIABLE FOR ANY CLAIMS OR CAUSES OF ACTION, WHETHER IN CONTRACT OR TORT, ARISING FROM THE INSTALLATION OR USE OF FLAT STAINLESS AND/OR COIL PRODUCTS COATED WITH FLUOROCARBON PAINT SYSTEMS. IN THE CONDITION AND OR AS PURCHASED BY THE CUSTOMER. IN ALL INSTANCES, 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 sixty (60) 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 warranty condition has occurred. Time is of the essence and failure to give notice within the specified time shall discharge Sheffield from any obligations under this Warranty. Sheffield must be given a reasonable opportunity to inspect the warranty area in question. Sheffield reserves the right to negotiate and approve any final contract let for refinishing and replacement as the case may be.

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 determined by 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 manufacturer or applicator of the coating warranted herein and agrees to hold the manufacturer harmless in accordance with the captions set forth herein shall be determined finally and conclusively as to Customer, by the original manufacturer.

11. Due to pigment limitations, Matte Black is covered for thirty-five (35) years of film adhesion and by a number six (6) rating for chalk, and nine (9) ΔE units for fade for a period of twenty (20) years from installation. L/S Antique Black are covered by a number eight (8) rating for chalk, and five (5) ΔE units for fade for a period of ten (10) years from installation. Copper and other metallic colors have no rating available for color change.

12. 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.

13. 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.

14. 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

SHALL BE CONSTRUED LIBERALLY IN FAVOR OF SHEFFIELD. SHEFFIELD SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR CONSEQUENTIAL DAMAGES. SHEFFIELD HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE, AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER AND IS TRANSFERABLE AND ASSIGNABLE TO A SUBSEQUENT OWNER OF THE SUBJECT BUILDING. SHEFFIELD WILL REQUIRE THE SUBJECT BUILDING TO BE INSPECTED BY AN AUTHORIZED SHEFFIELD REPRESENTATIVE BEFORE ANY TRANSFER CAN TAKE PLACE. THE FEE FOR THIS INSPECTION IS AT THE OWNERS EXPENSE. THIS WARRANTY MAY NOT BE ENUGHED AN ITS SCOBY ANY OF THE 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 ON TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH OF THE CUSTOMER’S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES. IN THE EVENT THIS WARRANTY IS TRANSFERED OR ASSIGNED TO A SUBSEQUENT OWNER OF THE SUBJECT BUILDING, SUCH SUBSEQUENT OWNER SHALL COMPLY WITH ALL OF THE TERMS AND CONDITIONS OF THIS WARRANTY.

THE LIABILITY OF SELLER SHEFFIELD SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE. LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES 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 OR ANY AGENTS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR INSTALLATION OF THE PRODUCTS OR THE FAILURE OF THE PRODUCTS OR ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND 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, EXPENSES AND/OR LIABILITIES, WHETHER ARISING FROM THE BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY 600. SHEFFIELD HAS BEEN ADVISED OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

SIGNATURE:

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: Executive Vice President
Date:

“Sheffield”

Issued To:

 SHEFFIELD METALS CLEVELAND, LLC

By: Adam Mazzella

Title: Executive Vice President

Date:

“Sheffield”

Issued To:
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