

20 Year Coasteel™ 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 Coasteel™ 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 Hawaii, WILL NOT as a result of corrosion: rupture, fail structurally or perforate within a period of 20 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 marine exposure within the following distances:
Coastline with breaking surf – 300 ft.

And all areas subject 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, copper, or stainless steel flashings, piping, or other dissimilar metals, or areas in contact with lead, copper, stainless steel, pressure-treated lumber, or other corrosive materials.

E. Areas subject to extended contact with running or standing water.

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 proximity to the panel.

G. Deterioration to the panels is caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with Coasteel™ 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 two in twelve (2/12).

J. Forming, which incorporates severe reverse bending or which subjects coating to alternate compression and tension.

K. Cut edge corrosion is an inherent and unavoidable condition of zinc, aluminum, and magnesium coated steel substrates and shall not be considered a failure of the substrate or a defect under this warranty.

L. This Warranty applies only to the Zinc, Aluminum, Magnesium. Coating weight must be (0.90 oz./ft²) or greater. Product thickness must be 26ga (0.0185") or greater. This warranty does not apply to any paint coating that may be applied to the metal. A separate warranty is available for Sheffield’s COOLR paints.

M. This warranty only applies to concealed fastener standing seam metal roofing systems and does not cover perforations in the systems caused by fasteners, rivets, or similar roof attachments whether penetrating the system or not.

N. Improper treatment of/ or defects in the metal or in the fabrication or in areas where items such as but not limited to touch up paint, snow guards or solar panels are attached / adhered to the product.

O. Deterioration of the product due to contact with or proximity to soil

P. Any damage caused by failure of the building owner to perform a “sweet water” / fresh tap water rinse twice a year, or more frequent, to avoid salt residue accumulation.

Q. Material that is installed beyond the water’s edge.

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. Reimbursing 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.

SHEFFIELD SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.

THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, 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 OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES, WHICH 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 LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

5. INSPECTION AND NOTICE OF CLAIM

Customers 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. Customers 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, salesperson, 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.

Buyer must provide Seller the following information for each building at the time of installation for warranty to be in effect. Building address, month and year of installation, residential or commercial, new construction or replacement, panel and paint system specification

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, and is 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 issues 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:

R052026