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 Galvalume®, G90 Galvanized, or Aluminum flat sheet and coil products (hereinafter referred to as the “Product”) with a WeatherX SR Silicon Polyester 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 occur:
   a. Within 40 years from the date of application of the paint, WeatherX 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, WeatherX:
      i. Chalks in excess of ASTM D-2414 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
      ii. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be more than 1△E.
   c. Areas subject to water run-off from lead or copper flashing or pitted areas in contact with lead or copper or zinc containing some; and
   d. Intermittent or continual submersion in water or any other liquid or solid material;
   e. Damage from wind, deliberate damage, improper handling by erectors; and
   f. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALY 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.

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 standing water. 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 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. Delay or any incidental or consequential damages.

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 prior to installation of the Products, 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 pitted areas in contact with lead or copper or zinc containing some;

4. EXCLUDED ATMOSPHERIC CONDITIONS
   This Warranty does not apply to sheet exposed at any time to corrosive, 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 pitted areas in contact with lead or copper or zinc containing some;
   d. Intermittent or continual submersion in water or any other liquid or solid material;
   e. Damage from wind, deliberate damage, improper handling by erectors; and
   f. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALY 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.

5. All Warranty work will be performed by Sheffield, or anyone other than the Customer. This provision is not a covered Warranty Condition.

6. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, SHEFFIELD’S LIABILITY SHALL NOT EXCEED THE LESSER OF THE FOLLOWING: (1) 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 WHERE SHEFFIELD NEED NOT EXCEED AN AMOUNT EQUAL TO ONE 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, WHETHER FOR ANY PURPOSE WHATSOEVER. SHEFFIELD SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT 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 specified 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 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 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 “inventoried 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 will need to be told the original coil or skid tag number.

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 CERTIFICATE. SHEFFIELD 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. THIS WARRANTY EXTENDS TO CUSTOMER ON ANY TRANSFERABLE AND ASSIGNABLE TO A SUBSEQUENT OWNER OF THE SUBJECT BUILDING. THIS WARRANTY MAY NOT BE ENFORCED ON ITS OWN. ANY REPRESENTATIVE, SALES PERSON, AGENT OR OTHER EMPLOYEE OF SHEFFIELD, EXCEPT AS OTHERWISE EXPICILTY 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 TRANSFERRED 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.

SIGNATURE:

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

SHEFFIELD METALS CLEVELAND, LLC

By: _________________________________

Name Printed: Mike Blake

Title: President

Date: ________________________________

Job: ________________________________

Color: ______________________________

Completion Date: ____________________

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