Sheffield Metals International

35-Year Limited COOLR "Paint" Warranty

AZ50 Galvalume®, G90 Galvanized, or Aluminum

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 PVDF based 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 Thirty-Five (35) 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 occur on tightly roll-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 twenty-five (25) years, when installed vertically or not more than eighty-six (86°) from the vertical, the Coating will not chalk in excess of ASTM D-4214-89 method D659 number eight (8) rating, or change color more than Five (5.0) Hunter ΔE units as determined by ASTM method D-2244-2. Color change will 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 surface. It is understood that fading or color change may not be uniform, if the surfaces are not equally exposed to the sun and elements.

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;

c. Improper treatment of or defects in the metal or in the fabrication;

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 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 prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the jobsite or during storage at the jobsite. This Warranty does not cover failure due to corrosion of substrate. Other Sheffield warranties address corrosion issues.

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;

5. All Warranty work will be performed by Sheffield, or any company, dealer, contractor, applicator, or distributor selected by Sheffield. Since there may be a color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e. exposure to sunlight and 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 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 AT SHEFFIELD'S OPTION, REFUND OF THE PURCHASE PRICE WHICH SHALL 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 FROM SHEFFIELD. SHEFFIELD, IN 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 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, 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 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. Due to pigment limitations, Regal Red, Matte Black and 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 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 IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, 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. 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.

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 FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERUPTION OF THE CUSTOMER'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER 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, EXPENSE, LOSS AND/OR LIABILITIES, 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 PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE.

SIGNATURE:

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

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