



# METAL ROOFING

## Systems, Inc

# Limited "Metal" Warranty

## 25-Year, 6-Month AZ55 Acrylic-Coated Galvalume®

### EXCLUSIVE WARRANTY

Metal Roofing Systems, Inc. (hereinafter referred to as "MRS"), exclusively warrants (collectively, the "Warranty") to the customer identified herein ("Customer") that the hot dipped aluminum-zinc alloy acrylic-coated Galvalume® sheet steel, with a coating weight of AZ55, sold for use as unpainted steel building, roofing and siding panels (collectively, "Panels" and individually a "Panel"), if erected within the Continental United States, WILL NOT as a result of corrosion: rupture, fail structurally, or perforate within a period of 25 years and 6 months after shipment from MRS when exposed to normal atmospheric conditions, subject to the following provisions:

#### 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. Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water;

B. Areas subject to fallout of or exposure to corrosive chemicals, ash, fumes, cement dust, or animal waste;

C. Areas subject to water run-off from lead or copper flashings or to areas in metallic contact with lead or copper;

D. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

#### 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 1/4:12;

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

K. This Warranty applies only to the hot dipped aluminum-zinc alloy coating and not to any paint coating that may be applied to the Panels;

L. For highly visible applications, acrylic-coated Galvalume® has limitations. Since the acrylic passivation system is a thin, temporary, clear coating, differences in base metal surface could be noticeable. In most instances, the metal will darken with age and could exhibit non-uniform appearance.

#### 3. EXCLUSIVE REMEDIES

CUSTOMER'S EXCLUSIVE REMEDY AND MRS' SOLE LIABILITY FOR BREACH OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE FOLLOWING, ALL AT MRS' SOLE OPTION AND DISCRETION:

A. MRS REPAIRING NON-CONFORMING

PANELS, OR MRS REIMBURSING CUSTOMER FOR THE COST THEREOF,

B. FURNISHING TO CUSTOMER, FOB CUSTOMER'S PLANT, SUFFICIENT SHEET METAL TO ENABLE CUSTOMER TO FABRICATE REPLACEMENT PANELS FOR THE DEFECTIVE PANELS, OR

C. REIMBURSING CUSTOMER FOR THE COST OF THE DEFECTIVE PANELS THAT SHALL NOT EXCEED AN AMOUNT EQUAL TO ONE HUNDRED PERCENT (100%) OF THE AMOUNTS PAID TO MRS BY THE CUSTOMER FOR THE PURCHASE OF THE DEFECTIVE METAL.

#### 4. LIMITATION OF DAMAGES

THE LIABILITY OF MRS 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 WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

MRS 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 PANELS, FOR THE INTERRUPTION OF THE CUSTOMER'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL 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 PANELS, EVEN IF MRS 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 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 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 MRS, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF MRS. MRS SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MRS HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY.

#### 5. INSPECTION AND NOTICE OF CLAIM

Customer shall exercise diligence in inspection of Panels as received from MRS so as to mitigate repair or replacement. This Warranty shall not apply to Panels that are used and contain coating defects discernable by reasonable inspection. Claims for any breach of this Warranty must be made within the period of this limited Warranty. Customer must give MRS a reasonable opportunity to inspect the material. Claims must be promptly reported in writing to MRS and MRS shall be given a reasonable opportunity to inspect the Panels claimed to be defective. Customer must prove that the

defective materials were sold by MRS by means of proper identification of the material involved in the claim, including date of shipment by MRS, date of installation, MRS order number, coil number, and invoice number.

#### 6. TRANSEERS, REPRESENTATIONS AND ASSIGNMENTS

This limited Warranty is extended to Customer as the original purchaser from MRS 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 MRS. No rights against MRS 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 MRS' rights hereunder, shall be binding on MRS 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 MRS.

#### 8. MISCELLANEOUS

Customer acknowledges that MRS 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.

#### SIGNATURE:

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

METAL ROOFING SYSTEMS, INC.

By: \_\_\_\_\_

Name Printed:

Title:

Date:

Issued To:

For:

Job:

Color:

Completion Date: