WHEELING-NIPPON STEEL, INC.
Penn & Main Streets • P.O. Box 635 • Follansbee, WV 26037

ZAM® Prepainted Sheet for Coastal Building Applications

Exclusive Limited Warranty

Wheeling-NipponSteel, Inc., Penn and Main Streets, Follansbee, W.V. 26037 ("Seller") hereby provides this EXCLUSIVE LIMITED WARRANTY to: _____ ("Buyer"). Wheeling-NipponSteel, Inc. exclusively warrants that, subject to the following provisions, Seller's hot-dipped prime zinc-aluminum-magnesium alloy coated sheet steel (hereafter, ZAM® sheet steel) and prepainted, sold for use as prepainted steel building, roofing and siding panels, for coastal applications, if erected within the continental United States or Hawaii, WILL NOT rupture, fail structurally, or perforate within a period of 20 years and 6 months after shipment from our mill due to exposure to normal atmospheric conditions.

PRODUCT REQUIREMENTS

1. Product thickness must be 26 gage (.0185") or greater.
2. Product coating weight must be ZM90 (0.90 oz./ft2) or greater.
3. Paint system must be 70% polyvinylidene fluoride (PVDF) resin based coating or fluoropolymer (FEVE) resin based coating or approved equivalent.

EXCLUDED ATMOSPHERIC CONDITIONS

This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas within 300 feet of the ocean coastline with breaking surf (measured from mean high tide line).
2. Areas subject to constant spraying of either salt or fresh water.
3. Areas subject to fallout or exposure to corrosive chemicals, soils, fumes, ash, cement dust, or animal waste.
4. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with lead, copper, or stainless steel.
5. Areas subject to extended contact with running or standing water.
6. Conditions/circumstances where corrosive fumes or condensates are generated or released inside or adjacent to the building.

OTHER EXCLUDED SITUATIONS

This limited warranty DOES NOT APPLY to embossed steel or in the event of:

A. Bends less than 2T for all sheet thicknesses .030" and thinner and less than 4T for sheet thickness .031" and thicker.
B. Slopes of the roof or sections of the roof flatter than two in twelve (2/12).
C. Mechanical, chemical, or other damage sustained during shipment, storage, forming fabrication, or during or after erection.
D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
G. Damage caused to the metallic coating by improper roll forming, scouring, or cleaning procedures.
H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the product.
J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners, to be used with ZAM® sheet roofing and siding panels rests solely with the Buyer.
K. This warranty does not apply in the event that Buyer performs or causes to be performed any pre-painting upon the sheets (panels) sold hereunder which is not performed by a Wheeling-NipponSteel qualified coil coater using approved paint systems.
L. Deterioration of the product due to contact with or close proximity to soil.
M. Cut edges that are not hemmed, or coated with an appropriate edge sealer.
N. Material that is installed beyond the water's edge.
O. 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.
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. 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.

WARRANTY REGISTRATION

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.

EXCLUSIVE REMEDIES

Buyer's exclusive remedy and Seller's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at Seller's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming panels

LIMITATION OF DAMAGES

THE LIABILITY OF 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 WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

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OTHER WARRANTIES, INCLUDING MERCHANTABILITY

THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NONCONFORMAING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

INSPECTIONS AND NOTICE OF CLAIM

Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repairing, repainting, or replacing nonconforming sheets. Claims for any breach of warranty must be made within 30 days after Buyer discovered the nonconforming sheet, and Buyer must give Seller a reasonable opportunity to inspect the material.

DUTIES OF BUYER IN PRESENTING CLAIMS

As a condition precedent to Seller's liability hereunder, Buyer must present with his claim such records so to enable Seller to establish Seller's order number, Seller's coil number, date of shipment by seller, and the date of installation in the form of building panels for the claimed nonconforming sheet. Buyer shall also present such evidence that establishes any claimed nonconformance was due to a breach of the limited warranty stated herein.

TRANSFERS REPRESENTATIONS AND ASSIGNMENTS

UNLESS EXPRESSLY AGREED IN WRITING BY AND BETWEEN BUYER AND SELLER, THIS LIMITED WARRANTY IS EXTENDED TO BUYER AS THE ORIGINAL PURCHASER FROM SELLER AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE, NO RIGHTS AGAINST SELLER SHALL BE CREATED BY ANY PURPORTED TRANSFER OR ASSIGNMENT, NOR SHALL ANY RIGHT AGAINST SELLER SURVIVE ANY TRANSFER OR ASSIGNMENT. BUYER OR ITS AGENTS OR REPRESENTATIVES SHALL NOT CLAIM, REPRESENT OR IMPLY NOR PERMIT ITS CUSTOMERS, DISTRIBUTORS, APPLICATORS OR CONTRACTORS TO CLAIM, REPRESENT OR IMPLY THAT THIS LIMITED WARRANTY EXTENDS OR IS AVAILABLE TO PARTIES OTHER THAN BUYER, AND TO THE LIMIT OF ITS LEGAL RIGHT TO DO SO BUYER SHALL CAUSE ANY PARTY TO CEASE AND DESIST IN ANY SUCH MISREPRESENTATIONS. THIS CONDITION SHALL CONSTITUTE A MATERIAL TERM OF THIS LIMITED WARRANTY AND ITS VIOLATION BY BUYER SHALL EXCUSE SELLER FROM ITS OBLIGATIONS HEREUNDER.

WAIVER OF MODIFICATIONS OF SELLER'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 Seller's rights hereunder, shall be binding on Seller 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 Seller.

TERMINATION

Seller reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

GOVERNING LAW

The interpretation of this Agreement shall be in accordance with the laws of the State of West Virginia, and the construction and enforcement of any of the provisions shall be filed in the Circuit Court of Brooke County, West Virginia.

ENTIRE AGREEMENT

The provisions set forth herein are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

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ZAM® is a registered trademark of NIPPON STEEL CORPORATION in Japan, the United States, and other countries and regions. Rev.1 8.21.24