

25-Year Limited Galvalume Warranty for Paramount Metals (PM) Bare Steel Panels

(PM) warrants that, subject to the terms and conditions set for below, (PM's) prime hot dipped aluminum-zinc alloy coated prime GALVALUME® cold Rolled sheet steel, with a coating weight of AZ55, will not, during the warranty period rupture, fail structurally or perforate as a result of corrosion caused by exposure to normal atmospheric conditions. This warranty does not apply to or cover any rupture, structural failure or perforation caused by any reason other than corrosion caused by normal atmospheric conditions.

For purposes of this warranty, "Warranty Period" means that period of time that begins on the date of (PM's) invoice.

Excluded Atmospheric Conditions. Without otherwise expanding upon the warranty, normal atmospheric conditions do not include, and this warranty does not apply to, GALVALUME® sheet exposed at any time to abnormal, corrosive, or aggressive atmospheric or other conditions. Abnormal conditions include, without limitations (i) saltwater marine environments or constant spraying of saltwater or freshwater; (ii) wet storage stain causes by water damage and/or condensation; (iii) areas subject to severe industrial environments: (iv) areas subject to severe dust, fumes, ash, animal waste, fertilizers or other moisture retaining substances; (v) direct metallic contact or water run-off from dissimilar metals such as, but not limited to lead and/or copper flashing; and (vi) other conditions and/or circumstances where corrosive fumes or condensates are generated or released inside the building that contains the GALVALUME® sheet.

Additional warranty exclusions and situations, in addition to abnormal conditions described above this warranty does not apply in the event any one or more of the following occurs or are present: (i) bends less than 2T; (ii) roof slopes flatter than ¼ inch: 12 inches; (iii) failure to provide free and unfettered drainage of water, including, but not limited to, internal condensation from overlaps and all other surfaces of the sheets or panels; (iv) failure to remove debris and/or contaminates from overlaps and all other surfaces of the sheets or panels; (v) mechanical, chemical (including, without limitation, transportation rust and/or wet storage stain) or other damage sustained during shipment, handling, storage, forming, fabrication and/or during or after installation; (vi) coating damage caused by, among other causes, severe reverse bending, alternate tension and compression cycles/bending of the coating, and improper roll forming, abrasion, scouring, or cleaning procedures; (vii) panel deterioration due to contact with chemically treated or wet lumber; (viii) presence of damp insulation and/or other corrosive material in contact with or in close proximity to the panels; (ix) panel deterioration due to contact or installation with concrete foundations/dirt; (x) deterioration or corrosion caused directly or indirectly by contact with fasteners or sealants; (xi) failure due to use in manner not intended or improper storage or handling; (xii) failure due to edge corrosion or misapplication of panels (xiii) failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.

LIMIATIONS OF DAMAGES. THE LIBALITY OF (PM) ARISING OUT OF SUPPLYING OR SELLING THE GALVALUME® SHEET, OR ITS USE BY THE BUYER OR THE BUYER'S CUSTOMER, AND WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GALVALUME® SHEET. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSEVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF (PM) WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, UNDER NO CIRCMSTANCES SHALL (PM) BE LIABLE TO THE BUYER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED ON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE. DISCLAIMER OF OTHER WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. (PM) HEREBY EXCLUDES AND DISCLAIM THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Claims must be made by buyer within the warranty period and within thirty (30) days after first discovers the purported non-conformance. Such claims must be made in writing to (PM). Buyer must give (PM) a reasonable opportunity to inspect the defect. Adequate records of the GALVALUME® sheet involved in the claim, including date of shipment by (PM), date of installation, (PM) order number and/or invoice number. Any legal action that Buyer brings against (PM) must be brought within one (1) year after the cause of action accrues.

(PM) extends this warranty only to buyer. This warranty does not extend to Buyer's successors and assigns. This warranty is non-transferable and non-assignable. Buyer and its agent and representative may not claim, represent or imply to (PM) customers, distributors, applicators or contractors that this warranty extends to parties other than buyer, any violation thereof shall excuse (PM) from its obligations under this warranty.

No terms, other than those stated herein, no agreement (oral or written), and no course of conduct or performance in any way purporting to modify this warranty or waive (PM) rights under this warranty, shall be binding on (PM).

(PM) reserves the right to terminate this warranty at any time, except as to orders already accepted, upon written notice thereof to buyer.

AZ55 is used only for a bare acrylic application.

GALVALUME is a registered trademark of BIEC international, Inc.