

## Aluminum-Zinc Alloy-Coated 30 Year Limited Warranty

Metal Roofing Supply (MRS) provides the following limited warranty to Purchaser for Steel Sheet, 55% Aluminum-Zinc Alloy-Coated (the "Product"). Steel Sheet, 55% Aluminum-Zinc Alloy-Coated by the Hot Dip Process, sold for use as roofing and siding panels or for use in rainwater applications, if erected within Continental North America or in another location pre-approved by MRS, will not rupture, fail structurally or perforate within a period of thirty (30) years due to exposure to normal atmospheric corrosion. This limited warranty excludes any accumulation of red rust which occurs at breaks for discontinuities in the surface.

THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING CONDITIONS AND LIMITATIONS. All of the following conditions and limitations constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions by Purchaser, its agents, or representatives shall release MRS from its obligations hereunder.

## **Conditions and Limitations:**

This limited warranty does not cover Product exposed to or contaminated with corrosive or aggressive atmospheric conditions, including but not limited to the following (a) Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water. (b) Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste. (c) Areas Subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper. (d) Conditions or circumstances where corrosive fumes or condensates are generated or released inside the building. (e) Areas sheltered from periodic washing by natural rainfall or man-made fresh water rinse. (f) Areas subject to direct contact or run-off from CCA AQC, CA -treated lumber (outdoor wood) or fire retardant impregnated or treated wood shakes, composite shingles or siding.

- 1. This limited warranty does not cover Product that has (a) Bends less than 2T for a sheet thickness of 0.0299" and thinner and bends less than 4T for a sheet thickness of 0.0300" and thicker. (b) Slopes of the roof, or any sections of the roof flatter than 1/4": 12." (c) Damage caused to the metallic coating or sheet by severe reverse bending, alternate compression and tension, improper roll forming, scouring or cleaning.
- 2. This limited warranty does not cover industrial applications such as steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills, or other unusual environmental exposure. Purchaser is required to consult with MRS before any installation takes place on industrial applications and MRS reserves the right to determine whether or not the Product will be covered by this limited warranty.
- 3. This limited warranty does not cover any Product installed 1 mile or less from a saltwater environment.
- 4. Mechanical, chemical or other damage sustained during shipment, storage, forming, and fabrication or during and after installation is not covered by this limited warranty.
- 5. Corrosion due to failure to remove debris from or provide for free drainage of water, including internal condensation from overlaps and all other surfaces of the sheets or panels is not covered by this limited warranty.
- Deterioration or corrosion caused by contact with green and/or wet lumber or wet storage stain caused by water damage and/or condensation is not covered by this limited warranty.
- 7. Corrosion or loss of paint adhesion as a result of perforating the Product is not covered by this warranty.
- 8. This limited warranty does not cover corrosion due to the presence of damp insulation and/or other corrosive materials in contact with or in close proximity to the panel.
- 9. The Product must not be cleaned with abrasive or chemical cleaners. 11. This limited warranty does not apply in the event of deterioration or corrosion to panels caused directly or indirectly by panel contact with fasteners and sealants, including galvanic corrosion. Responsibility for selection of suitable long-lasting fasteners and sealants to be used with Steel Sheet, 55% Aluminum-Zinc Alloy-Coated roofing and siding panels, or in rainwater applications rests solely with the Purchaser.

- 10. This limited warranty does not cover damages or conditions resulting from circumstances beyond MRS's control, including without limitation, the following (a) Acts of God, falling objects, explosions, external forces or fire. (b) Failure to install Product in way that allows for adequate circulation. (c) Condensations or other contamination or damage attributable to improper shipping packaging, handling, storage, processing or installation. (d) Failures or damage resulting from edge corrosion. (e) Scratching or abrading during or after installation. (f) Prolonged contact with or removal or vegetation, dirt, gravel, ash, or cement dust. (g) Sustained exposure to animals or animal waste. (h) Mishandling of the Product, including abuse, alteration, modification, improper use or storage. (i) Damages or conditions at the point or points and adjacent areas where material has been attached or adhered to the Product, including snow guards or solar panels.
- 11. MRS's liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming panels or at MRS's sole option of furnishing sufficient sheet product, FOB Buyer's plant, to enable Buyer to replace panels for the non-conforming panels.
- 12. MRS shall not, in any event, be liable for the cost of labor expended by others on any non-conforming sheet or for any special indirect or consequential damages to anyone by reason of the fact that such panels shall have been non-conforming.
- 13. Claims must be promptly reported in writing to MRS by the Purchaser and MRS shall be given a reasonable opportunity to inspect the panels claimed to be non-conforming. Adequate identification of the material involved in the claim including: date of installations, MRS order number, coil number, invoice number, and the Purchaser must establish the date of shipment.
- 14. Purchaser shall exercise diligence in the inspection of sheets as received from MRS so as to mitigate repair or replacement.
- 15. MRS extends this warranty solely to the Purchaser. This warranty is non-transferable and non-assignable.
- 16. MRS reserves the right to terminate or amend this warranty at any time (except as to orders already accepted) upon giving 30 days written notice.
- 17. No terms or conditions other than those stated herein, and no agreement or understanding, oral, or written in any way purporting to modify this limited warranty shall be binding on MRS; unless made in writing and signed by its authorized representative.
- 18. Any disputes arising under or pursuant to the matters contemplated by this limited warranty, at MRS's election, shall be resolved by arbitration or legal process governed

by and interpreted in accordance with the laws of the State of Arkansas and shall have exclusive jurisdiction over any sue disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance. EXCEPT AS SET FORTH HEREIN, MRS MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT IMPLIED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR THE SHORTEST DURATION REQUIRED BY LOCAL LAW. IN NO CASE WILL MRS BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF MRS, EVEN IF MRS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. MRS'S TOTAL LIABILITY FOR ALL CLAIMS OF ANY KIND WILL NOT EXCEED THE PURCHASE PRICE PAID TO MRS FOR THE PRODUCT IN QUESTION.

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