

# McElroy Metal

## Galvalume Limited Warranty For Trachte, Inc.

McElroy Metal warrants to the buyer that McElroy Metal's hot dipped aluminum-zinc alloy coated GALVALUME (TM) sheet steel sold for use as painted or unpainted steel building roofing and siding panels, if erected within the United States, will not rupture, fail structurally, or perforate within a period of 25 years after shipment from McElroy Metal due to exposure to normal environmental conditions.

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

1. Areas subject to salt water marine atmospheres or constant spraying of either salt or fresh water.
  - a. Coastline with breaking surf - 1,500 feet minimum distance
  - b. Coastline with large bay - 800 feet minimum distance
  - c. Coastline with marsh - 400 feet minimum distance
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste, or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or areas where the Galvalume sheet is in contact with lead or copper.
4. Conditions / circumstances where corrosive fumes or condensates are generated or released inside the building.

This warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T inside bend diameter for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker.
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, or erection.
- D. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of sheets or panels.
- F. Failure to remove debris such as dirt, leaves, and rubbish from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper forming, scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water or condensation.
- I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the panel.
- J. 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 or siding panels rest solely with the Buyer. Fasteners are to be insulated from panel surface (elastomeric grommets) to prevent dissimilar metal contact.
- K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
- L. Failure due to use in manner not intended or improper storage or handling.
- M. Failure due to edge corrosion or misapplication of McElroy's material.

This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:

1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.
3. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
6. McElroy Metal extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

McELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

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