

Limited Warranty

GALVALUME® Steel

Cliffs Steel Inc. warrants to the Buyer that our hot-dipped aluminum-zinc alloy-coated GALVALUME® steel with a coating weight of AZ50 sold for use as unpainted steel building panels erected within the United States and Canada, and exposed to normal atmospheric conditions, WILL NOT rupture, fail structurally, or perforate due to corrosion within a period of 40 years after shipment from our mill. For a coating weight of AZ55, this period is extended to 45 years. For a coating weight of AZ60, this period is extended to 50 years. Cliffs Steel Inc. warrants its AZ50 GALVALUME® product for 40 years and its AZ55 product to 45 years when painted in accordance with applicable industry standards.

This warranty DOES NOT APPLY to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including, BUT NOT LIMITED TO:

1. Areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water.
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 piping or areas 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:

1. Bends less than 2T inside bend diameter for sheet thicknesses 0.030 inches and thinner, and less than 4T for sheet thicknesses greater than 0.030 inches.
2. Roof or sections of the roof flatter than 1/4:12 slope.

3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection.
4. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
5. Failure to provide free drainage of water, including, but not limited to, internal condensation from overlaps and from all other surfaces of the sheets or panels.
6. Failure to remove debris from overlaps and from all other surfaces of the sheets or panels.
7. Damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures.
8. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
9. Presence of damp insulation, soil, vegetation or other corrosive materials in contact with or in close proximity to the sheets or panels.
10. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with GALVALUME® panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.
11. Failures caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.

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

1. This warranty shall be interpreted and enforced in accordance with the laws of the State of Ohio, USA, without regard to principles regarding conflicts of law, the courts of which State shall have exclusive jurisdiction and venue over the enforcement of this warranty. There is excluded from this warranty the application of the United Nations Convention of Contracts for the International Sale of Goods.
2. This warranty is contingent on the proper maintenance of the building, which maintenance is to be provided by the building owner.
3. Cliffs Steel Inc.'s liability for breach of this warranty and/or for the failure of material to conform, whether due to Cliffs Steel Inc.'s negligent acts or omissions or otherwise, shall be limited exclusively to the cost of either repairing nonconforming panels, or at Cliffs Steel Inc.'s sole option, of furnishing (FOB Cliffs Steel Inc.'s plant) sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming panels.
4. Cliffs Steel Inc. will be responsible for replacement of material only. Cliffs Steel Inc. shall not in any event be liable for the cost of labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone caused by nonconforming material.
5. 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.
6. Buyer shall promptly inspect the material and use reasonable care to protect any rejected material until Cliffs Steel Inc. has time to conduct its own inspection and make or direct disposition.
7. In order for Cliffs Steel Inc. to honor any claim on material shipped, Buyer must promptly document the claim with identification of material, date of installation, Cliffs Steel Inc. order number, coil number, invoice number and date of shipment and must give Cliffs Steel Inc. a reasonable opportunity to inspect the material claimed to be nonconforming.
8. Except to the extent provided under applicable law, (a) Cliffs Steel Inc. extends this warranty solely to the Buyer; and (b) this warranty is non-transferable and non-assignable.
9. Cliffs Steel Inc. reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

CLIFFS STEEL INC. MAKES NO GUARANTEES OR WARRANTIES, EITHER EXPRESSED OR IMPLIED, BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY, ARE HEREBY EXCLUDED; AND CLIFFS STEEL INC. SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO ANY OTHER GUARANTEES OR WARRANTIES.