



Galvalume®/Galvalume Plus® Sheet Limited Warranty

Metal Panel Systems, Inc., (hereinafter referred to as "MPSI"), warrants to the customer identified herein that the hot dipped aluminum-zinc alloy coated Galvalume®/Galvalume Plus sheet steel sold for use as roofing and siding panels, if erected within the continental United States, WILL NOT as a result of corrosion: rupture, fail structurally, or perforate within a period of 20 years after shipment from MPSI when exposed to normal atmospheric conditions, subject to the following provisions:

1. Limitations on Warranty with Respect to Location and Weather and Atmospheric Conditions

This warranty does not apply to panels exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including but not limited to the conditions present in the following areas of circumstances:

- A. Areas subject to salt water marine atmospheres or to repeated spraying of either salt or fresh water;
- B. Areas subject to fallout of or exposure to corrosive chemicals, ash, fumes, cement dust, or animal waste;
- C. Areas subject to water run-off from lead or copper flashings or to areas in metallic contact with lead or copper;
- D. Circumstances where corrosive fumes or condensates are generated or released inside the building.

2. Exclusion of Warranty. This warranty DOES NOT APPLY in the event of:

- A. Mechanical, chemical, or other damage sustained during shipment, storage, forming, and fabrication, during or after erection;
- B. Failure to drain water, including internal condensation, front overlaps and all other surfaces of the panels;
- C. Failure to remove debris from overlaps and all other surfaces of the panels;
- D. Damage caused to the metallic coating by improper roll forming, scouring, or cleaning procedures;
- E. Deterioration of the panels caused by contact with green or wet timber or wet storage stain caused by water damage or condensation;
- F. The presence of damp insulation or other corrosive material in contact with or close proximity to the panel;
- G. 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 and siding panels rests solely with the Buyer;
- H. Bends less than 2T for sheet thickness .030" and thinner and less than 4T for sheet thickness .031" and thicker;
- I. Slopes of roof or sections of the roof flatter than 1/4:12;
- J. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension;

EXCEPT AS STATED HEREIN, MPSI MAKES NO OTHER WARRANTY, EXPRESS OR IMPLIED, AND SHALL HAVE NO OTHER LIABILITY. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS ALSO SUBJECT TO THE FOLLOWING LIMITATIONS AND CONDITIONS:

3. In the event of breach of this warranty, MPSI shall have the option of either:

- A. Furnishing to Buyer, FOB Buyer's plant, sufficient sheet metal to enable Buyer to fabricate replacement panels for the defective panels, or
- B. Reimbursing Buyer for the cost of the defective panels

4. Exclusion of Warranties and Limitations of Liability:

- A. THE FOREGOING REMEDY SHALL BE MPSI'S SOLE LIABILITY AND SHALL BE THE EXCLUSIVE REMEDY AVAILABLE TO THE BUYER,
- B. MPSI SHALL NOT IN ANY EVENT BE LIABLE FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PANEL OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PANELS SHALL HAVE BEEN DEFECTIVE.
- C. Claims must be promptly reported in writing to MPSI and MPSI shall be given a reasonable opportunity to inspect the panels claimed to be defective. Buyer must prove that the defective materials were sold by MPSI by means of proper identification of the material involved in the claim, including date of installation, MPSI order number, coil number, invoice number, and date of shipment.
- D. This warranty applies only to the hot dipped aluminum-zinc alloy coating and not to any paint coating or other finish that may be applied to the panels.
- E. Buyer shall exercise diligence in inspection of panels as received from MPSI so as to mitigate repair or replacement. No warranty shall apply to panels which are used and contain coating defects discernable by reasonable inspection.

F. Any Controversy or claim arising out of or related to this Warranty, or the breach thereof shall be brought before a court of competent jurisdiction in Hamilton County, Ohio under the substantive and procedural laws of the State of Ohio.

G. Customer acknowledges that MPSI is not the manufacturer or applicator of the coating warranted herein and agrees that all issues arising from or related to the exceptions set forth herein shall be determined finally and conclusively as to the Customer, by the original manufacturer.

5. THIS WARRANTY IS GIVEN AS THE EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY, AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES, ARE MADE, AND ANY SUCH WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. CUSTOMER WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST THE SELLER, AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF MPSI. MPSI SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. MPSI HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO CUSTOMER ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE, AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALES PERSON, AGENT, OR OTHER EMPLOYEE OR MPSI. THE CUSTOMER SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE PASSED THROUGH TO ANYONE OTHER THAN THE CUSTOMER. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY CUSTOMER OR ANY OF CUSTOMER'S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES.

Material Description:

Owner:

Invoice Numbers:

Issued To:

Job Name:

Effective Date:

Date of Issue:

By: _____ **President**
Metal Panel Systems, Inc. Title