

SPIRCO MANUFACTURING BARE GALVALUME SHEET 20 YEAR LIMITED WARRANTY

EXCLUSIVE WARRANTY

Spirco Manufacturing, 3861 Old Getwell Road, Memphis, TN 38118 (SPIRCO MANUFACTURING), ("Seller") hereby provides this LIMITED WARRANTY to: _____ ("Buyer"). SPIRSCO MANUFACTURING warrants that, subject to the following provisions, Sellers hot-dipped aluminum zinc, alloy-coated GALVALUME® sheet steel sold for use as unpainted steel building, roofing and siding panels, if erected within the Continental United States, will not rupture, fail structurally, or perforate within a period of 20 years after shipment from our plant due to exposure to normal atmospheric conditions.

EXCLUDED ATMOSPHERIC CONDITIONS

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

1. Areas subject to saltwater 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, or animal waste.
3. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with lead or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.

OTHER EXCLUDED SITUATIONS

This limited warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T 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 ¼:12.
- C. Mechanical, chemical, or other damage sustained during shipment, storage, forming fabrication, or during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the sheets or panels.
- F. Failure to remove debris from overlaps and all other surfaces of the sheets or panels.
- G. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with GALVALUME® sheet roofing and siding panels rests solely with the Buyer.

EXCLUSIVE REMEDIES

Buyer's exclusive remedy and Seller's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or a Seller's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming panels.

LIMITATION OF DAMAGES

The liability of seller shall not extend to personal injury, property damage, loss of profit, delay or any incidental or consequential damages resulting from the failure of any sheet to conform with the provisions of this limited warranty.

OTHER WARRANTIES, INCLUDING MERCHANTABILITY

There are no warranties, promises or affirmations of fact, including warranties of merchantability and of fitness for a particular purpose other than those expressly set forth herein. The conditions of liability, rights, obligations, and remedies of the parties relating to claims arising from any nonconforming sheet shall be governed exclusively by the terms set forth herein.

INSPECTION AND NOTICE OF CLAIM

Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repairing, repainting, or replacing nonconforming sheets.

Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after Buyer discovered the nonconforming sheet, and Buyer must give Seller a reasonable opportunity to inspect the material.

DUTIES OF BUYER IN PRESENTING CLAIMS

As a condition precedent to Seller's liability hereunder, Buyer must present with his claim such records so to enable Seller to establish Seller's order number. Seller's coil number, date of shipment by Seller and the date of installation in the form of building panels for the claimed nonconforming sheet.

Buyer shall also present such evidence that establishes any claimed nonconformance was due to a breach of the limited warranty stated herein.

TRANSFERS REPRESENTATIONS AND ASSIGNMENTS

This limited warranty is extended to Buyer as the original purchaser from Seller. It may be extended by the customer to the original building owner but is non-transferable and non-assignable after 24 months beyond the original owner. No rights against Seller shall be created by any purported transfer or assignment, nor shall any rights against Seller survive any transfer of assignment. Buyer or its agents or representatives shall not claim, represent, or imply nor permit its customer, distributors, applicators, or contractors to claim, represent, or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

WAIVER OR MODIFICATION OF SELLER'S RIGHTS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly set forth in writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty and is signed by the authorized representative of Seller.

TERMINATION

Seller reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

GOVERNING LAW

The substantive law of the State of Tennessee shall govern the rights and duties of the parties under this agreement and jurisdiction and venue is fixed in Shelby County, Tennessee.

ENTIRE AGREEMENT

The provisions set forth herein are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representations. If any, made prior to or with reference hereto are merged herein.

This warranty becomes valid only when signed by SPIRCO MANUFACTURING's customer and an officer of SPIRCO MANUFACTURING It may be extended by the customer to the original building owner but is non-transferable and non-assignable beyond the original building owner. I have read and agree to the terms and conditions as outlined in this warranty.

SPIRCO MFG

By: _____
Signature & Title Date

SPIRCO MFG CUSTOMER

By: _____
Signature & Title Date

PROJECT NAME: _____ SPIRCO JOB NUMBER: _____

PROJECT ADDRESS: _____
Street City State Zip

1st ASSIGNEE (2nd OWNER) _____

By: _____
Signature & Title Date