



LIMITED PRIME GALVALUME[®] COATED METAL WARRANTY

True Metal Supply (the “Seller”) hereby provides and grants this exclusive limited warranty (this “Warranty”) to its original purchaser of GALVALUME[®] coated metal panels (defined below) (the “Buyer”). The Seller exclusively warrants, subject to the terms and conditions set forth below, that the prime hot dipped aluminum-zinc alloy coated prime GALVALUME[®] cold rolled sheet steel, with a coating weight of AZ50, AZ55 or AZ60, sold solely for use as steel building roofing and siding panels (“GALVALUME[®] Sheet”), will not, during the applicable Warranty Period (defined below), rupture, fail structurally or perforate as a result of corrosion caused by exposure to normal atmospheric conditions.

For purposes of this Warranty, “Warranty Period” means that period of time that begins on the date the GALVALUME[®] Sheet is shipped from True Metal Supply's facility and continues thereafter as follows:

Coating Weight	Bare	Acrylic-coated	Pre-painted
AZ50	40 years	40 years	50 years
AZ55	45 years	45 years	55 years
AZ60	50 years	50 years	60 years

NOTE: THIS WARRANTY DOES NOT APPLY TO OR COVER ANY:

- (a) rupture, structural failure, or perforation caused by any reason other than corrosion caused by exposure to normal atmospheric conditions;
- (b) secondary (non-prime) GALVALUME[®] coated metal panels which are sold AS IS and WHERE IS without any representations or warranties from True Metal Supply; and
- (c) AZ35 low coating mass 55% aluminum-zinc alloy-coated sheet steel, which is not a licensed GALVALUME[®] product.

GEOGRAPHIC LIMITATIONS

This Warranty applies only to GALVALUME[®] Sheet used as building roofs and siding panels within the continental United States and Canada.

EXCLUDED ATMOSPHERIC CONDITIONS

Normal atmospheric conditions do not include, and this Warranty does not apply to, GALVALUME[®] coated metal panels exposed at any time to abnormal, corrosive, or aggressive atmospheric or other conditions

ADDITIONAL WARRANTY EXCLUSIONS AND SITUATIONS

In addition to the Abnormal Conditions described above, this Warranty does not apply if any one or more of the following occurs or are present:

1. Bends less than 2T for sheet thickness of 0.030 inches and thinner gauges.
2. Bends less than 4T for sheet thickness of 0.031 inches and thicker gauges.
3. Roof slopes flatter than ¼ inch:12 inches.
4. Failure to provide free and unfettered drainage of water, including but not limited to internal condensation from overlaps and all other surfaces of the sheets or panels.
5. Failure to remove debris and/or contaminants from overlaps and all other surfaces of the sheets or panels.
6. Mechanical, chemical (including, without limitation, transportation rust and/or wet storage stain) or other damage sustained during shipment, handling, storage, forming, fabrication, and/or during or after installation.
7. Coating damage caused by, among other causes, severe reverse bending, alternate tension and compression cycles/bending of the coating, or improper roll forming, abrasion, scouring, or cleaning procedures.
8. Panel deterioration due to contact with green, wet, or chemically treated lumber.
9. Presence of damp insulation, soil, vegetation, and/or other corrosive materials in contact with or in close proximity to the panels.
10. Deterioration or corrosion caused directly or indirectly by contact with fasteners or sealants. (Selection of appropriate long-term fasteners and/or sealants that will be in contact with any sheet roofing and siding panels rests solely with Buyer.)
11. Panel deterioration due to contact or installation with concrete foundations.
12. Failure due to use in a manner not intended or improper storage or handling.
13. Failure due to edge corrosion or misapplication of True Metal Supply's material.
14. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, terrorism, or radiation.

EXCLUSIVE REMEDY

If the GALVALUME® coated metal panels fails to conform to this Warranty during the applicable Warranty Period, the sole and exclusive remedy available to Buyer is as follows:

True Metal Supply shall, at its option and sole discretion,

1. Repair the non-conforming GALVALUME® coated metal panels; or
2. Furnish (FOB True Metal Supply's facility) sufficient replacement GALVALUME® coated metal panels to allow Buyer, at Buyer's expense, to fabricate replacement panels for the non-conforming GALVALUME® Sheet.

Except as expressly provided above, True Metal Supply shall not be liable for any costs or expenses associated with the non-conforming GALVALUME® Sheet. This Warranty shall apply to the replacement GALVALUME® Sheet, but only for the unexpired Warranty Period with respect to the non-conforming GALVALUME® Sheet.

LIMITATION OF DAMAGES

The liability of True Metal Supply arising out of supplying or selling the GALVALUME® Sheet, or its use by Buyer or Buyer's customer, whether based under breach of contract or warranty, in tort (including negligence or strict liability), or otherwise, shall not in any event exceed the purchase price of the GALVALUME® Sheet.

The remedies set forth above shall constitute the sole and exclusive remedy of Buyer and the sole and exclusive liability of True Metal Supply whether the claims of Buyer are based on contract, warranty, tort (including negligence or strict liability), or otherwise. Under no circumstances shall True Metal Supply be liable to Buyer for any personal injury (including death) or any indirect, special, consequential, incidental, or punitive damages, whether based upon lost goodwill, lost profits, work stoppage, impairment of other goods, property damage, loss of use, expenses of recall, or otherwise.

DISCLAIMER OF OTHER WARRANTIES

Except for the Warranty herein stated, True Metal Supply makes no warranties, representations, guarantees, affirmations of fact, or promises, either express or implied. True Metal Supply hereby excludes and disclaims the implied warranties of merchantability and fitness for a particular purpose.

CLAIMS

Buyer must exercise diligence in the inspection of GALVALUME® coated metal panels as received from True Metal Supply to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the applicable Warranty Period and within thirty (30) days after Buyer first discovers the purported non-conformance. Such claims must be delivered to True Metal Supply in writing at the applicable claims address set forth herein below. Buyer must give True Metal Supply a reasonable opportunity to inspect the defect. Adequate records of the GALVALUME® Sheet involved in the claim, including date of shipment, date of installation, order number, coil number, and invoice number, and such evidence that establishes the claimed non-conformance is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer brings against True Metal Supply for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS

Transfer of Warranty: A one-time transfer of the warranty is allowed within the first 10 years from the original installation date, provided the transfer is registered with True Metal Supply within 30 days of property ownership change.

WAIVER AND MODIFICATION

No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive True Metal Supply's rights under this Warranty, shall be binding on True Metal Supply unless the same is in writing and signed by True Metal Supply and Buyer.

TERMINATION OF WARRANTY

True Metal Supply reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice and be rendered extinguished upon a change in ownership from the original owner of any structure upon which the GALVALUME® coated metal panels is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance, or gift shall each be deemed a change in ownership.

GOVERNING LAW

The laws of the State of Tennessee shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. The courts having jurisdiction over Allen County, Indiana, shall be the exclusive venue for any matter requiring judicial intervention under this Warranty.

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY

This Warranty contains the entire agreement between True Metal Supply and Buyer with respect to the warranties granted to Buyer regarding the applicable GALVALUME® Sheet and replaces all other agreements (oral or written). True Metal Supply shall have no obligations under this Warranty unless and until it receives payment in full for the applicable GALVALUME® Sheet.

Issued by:
True Metal Supply
Date:
Authorized Representative:
Title: Warranty Manager