

# Alliance Steel, Inc. FORTY (40) YEAR LIMITED WARRANTY on Steel & Aluminum sheet panels finished with the Valspar WEATHER XL<sup>®</sup> system

Alliance Steel, Inc. (as the "Seller") hereby provides this LIMITED WARRANTY to:

«EnduserBuyersName» (as the "Buyer")

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### PERFORMANCE STATEMENT:

Seller exclusively warrants that materials provided with the Valspar Weather XL® Siliconized Polyester family of coil coatings when used for roof, and wall siding panels, erected in the Continental U.S., Alaska, and Canada.

WILL NOT CRACK, CHECK, OR PEEL (lose adhesion): For a period of FORTY (40) years from the date of installation, (this does not include minute fracturing which may occur during proper fabrication procedures)

- WILL NOT CHALK:

  In excess of a No. 8 rating for a period of THIRTY (30) years from the date of the installation for wall panels when properly installed.
  In excess of a No. 6 rating for a period of THIRTY (30) years from the date of the installation for roof panels when properly installed.

All measurements shall be made in accordance with ASTM D 4214-98 Test method A, D659 on clean surfaces.

- <u>WILL NOT FADE OR CHANGE COLOR:</u> 1. In excess of five (5.0) Hunter  $\Delta E$  units for a period of THIRTY (30) years
- from the date of installation for wall panels. 2. In excess of seven (7.0) Hunter  $\Delta E$  units for a period of THIRTY (30) years from the date of installation for roof panels.

All measurements shall be made in accordance with ASTM D 2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

EXCLUDED CONDITIONS: This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, as well as other situations and conditions including but not limited to:

- 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, harmful fumes, ash, cement dust or animal waste.
- 3. Areas subject to water run-off from lead or copper flashings or areas
- in metallic contact with lead or copper (dissimilar metals). Conditions / circumstances where corrosive fumes or condensates
- 4.
- are generated or released inside the building. Mechanical, chemical, fire, or other damage sustained while storing, 5. erecting, or after erection is complete.
- Installation practices which incorporate severe reverse bending or subjects the finish to alternate compression and tension. 6
- 7. Slopes or sections less than 1/4:12" or failure to provide free
- drainage of water, including internal condensation, from overlaps on all surfaces of the sheets or panels. 8
- Acts of God, falling objects, explosions, fire, external forces or other similar or dissimilar circumstances beyond Alliance Steel Inc control. Failure to remove debris from overlaps and all other surfaces of the 9
- sheets or panels.
- Damage caused to the finish by improper cleaning procedures. 10.

- Deterioration of the panels caused by contact with green / wet 11 lumber or wet storage stains caused by water damage or condensation.
- 12 Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
- 13. The use of fasteners other than those provided or pre-approved by Alliance Steel, Inc.
- 14 Areas where items such as snow guards and or solar panels that are chemically adhered to the paint surface.

## THIS WARRANTY SHALL BE SUBJECT TO THE STIPULATIONS, LIMITATIONS, AND CONDITIONS HEREIN: 1. Claims must be reported to the seller in writing within THIRTY (30)

- days after a suspected non-conformance is brought to the buyers attention. All claims must include:

EXCLUDED CONDITIONS (continued):

- a) The seller assigned ASI job number i.e. (# 203-555 )
- b) The sellers invoice number to the buyerc) The name of the buyers contractor.
- d) The date that installation was completed.
- 3 After a claim is made the seller shall be given reasonable opportunity to inspect the buyers claim of non-conformance.
- Seller extends this warranty solely to the buyer as named in this document, this warranty is non-transferrable and non-assignable. 4
- 5 Seller reserves the right to terminate this warranty at any time (except for orders already accepted) upon giving written notice thereof.

EXCLUSIVE REMEDIES: In the event of non-conformance as determined by the seller on materials furnished by the seller, finished with the Valspar Weather XL<sup>®</sup> paint system, seller will: Pay for labor and materials reasonably necessary to repaint, repair or replace, at our option the metal panels showing the Warranty Conditions. The Warranty Benefits shall not exceed the original purchase price of the affected metal panels not including any accessories or attachments or the remedy provided in any other warranty provided to the original purchaser whichever is less. This warranty will continue to apply to any metal panels that were repainted , repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period applicable to the original part

ADDISCLAIMER OF WARPAIL. DISCLAIMER OF WARPAILT: EXCEPT AS EXPRESSLY PROVIDED ABOVE, ALLIANCE STEEL, INC. MAKES NO REPRESENTATION OR WARPANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE VALSPAR WEATHER X<sup>®</sup> SILICONIZED POLYESTER PAINT SYSTEM, INCLUDING, WITHOUT LIMITATION AS TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, WHICH WARRANTIES ARE EXPRESSLY DISCLAIMED, NOR INFRINGEMENT OR ANY OTHER MATTER.

LIMITATION OF LIABILITY: Alliance Steel, Inc. shall have no liability to any person for incidental, consequential or special damages of any description, whether arising out of warranty or other contract, negligence or other tort, or otherwise. The parties expressly agree that the limitations set forth herein are agreed allocations of risk and shall survive the determination of any court of competent jurisdiction that the remedy provided herein fails of its essential purpose

Effective Date: «Effectivedate»	Buyer: «EnduserBuyersName»	Seller: Alliance Steel, Inc.
Job #: «Jobnumber»	Rep:	Rep:
Invoice#: «Invoice_No»	Name/Title:	Name/Title: Bill Cralley, President
Contractor: «BuyersContractor»	Date:	Date: April 25, 2017