

AZ-55 ACRYLUME® Sheet 20-Year, 6-Month Limited Warranty

Material Description:

Job Name:

Sold To:

Invoice Number(s):

Owner:

Effective Date:

Date of Issue:

EXCLUSIVE WARRANTY

Berridge Manufacturing Company 6515 Fratt Road, San Antonio, Texas 78218 hereby provides this LIMITED WARRANTY TO: Customer Name ("Customer"). Berridge Manufacturing Company exclusively warrants that, subject to the following provisions, Berridge Manufacturing Company's hot dipped aluminum-zinc alloy coated ACRYLUME® sheet steel, with a coating weight of AZ55 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 and 6 months after shipment from our mill as a result of corrosion caused by exposure to normal atmospheric conditions.

EXCLUDED ATOMOSPHERIC 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 on 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 ACRYLUME® sheet roofing and siding panels rests solely with the Customer.

EXCLUSIVE REMEDIES

Customer's exclusive remedy and Berridge Manufacturing Company's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at Berridge Manufacturing Company's sole option, of furnishing FOB Customer's plant sufficient sheet product to enable Customer to fabricate replacement panels for the non-conforming 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 NON-CONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

INSPECTION AND NOTICE OF CLAIM

Customer shall exercise diligent inspection of material as received from Berridge Manufacturing Company prior to utilization so as to mitigate expense involved in repairing, repainting or replacing non-conforming sheets. Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after Customer discovered the non-conforming sheet; Customer must give Berridge Manufacturing Company reasonable opportunity to inspect the material.

DUTIES OF CUSTOMER IN PRESENTING CLAIMS

As a condition precedent to Berridge Manufacturing Company's liability hereunder, Customer must present with his claim such records so to enable Berridge Manufacturing Company to establish Berridge Manufacturing Company's order number, Berridge Manufacturing Company's coil number, date of shipment by Berridge Manufacturing Company and the date of installation in the form of building panels for the claimed non-conforming sheet. Customer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein.

TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS

This limited warranty is extended to Customer as the original purchaser from Berridge Manufacturing Company and is non-transferable and non-assignable. No rights against Berridge Manufacturing Company shall be created by any purported transfer or assignment, nor shall any rights against Berridge Manufacturing Company survive any transfer or assignment. Customer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Customer, 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 Customer shall excuse Berridge Manufacturing Company from its obligation hereunder.

WAIVER OR MODIFICATIONS OF BERRIDGE MFG. CO.'S RIGHTS

No terms or conditions, other than those state 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 waive Berridge Manufacturing Company's rights hereunder, shall be binding on Berridge Manufacturing Company 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 Berridge Manufacturing Company.

TERMINATION

Berridge Manufacturing Company 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 Texas shall exclusively govern the rights and duties of the parties under this agreement.

ENTIRE AGREEMENT

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

ACRYLUME® is a registered trademark of United States Steel Corporation

BERRIDGE MANUFACTURING COMPANY

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