



## AZ-55 Acrylic Coated Galvalume® Sheet 45-Year Limited Warranty

**MATERIAL DESCRIPTION:**

**JOB NAME:**

**SOLD TO:**

**FILE NUMBER:**

**INVOICE NUMBER(S):**

**OWNER:**

**EFFECTIVE DATE:**

**DATE OF ISSUE:**

### EXCLUSIVE WARRANTY

Berridge Manufacturing Company 2610 Harry Wurzbach Road, San Antonio, Texas 78209 hereby provides this LIMITED WARRANTY TO: \_\_\_\_\_ (Customer). Berridge Manufacturing Company exclusively warrants that, subject to the following provisions, Berridge Manufacturing Company's hot dipped aluminum-zinc alloy-coated acrylic coated Galvalume® 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 45 years after shipment as a result of corrosion caused by 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, animal waste, or its by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
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 thicknesses 0.030" and thinner and less than 4T for sheet thicknesses greater than 0.030".
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- 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 but not limited to, 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 forming (including, but not limited to, roll forming, press braking, or embossing) or scouring or cleaning procedures.
- H. Deterioration of the panels caused by contact with green or wet or pressure treated lumber, or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or close proximity to the sheets or panels.
- J. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume® sheet roofing and siding panels rests solely with the Customer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.
- K. Failures caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, or radiation.

### 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 diligence in 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, Customer 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 MANUFACTURING COMPANY'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 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.

GALVALUME® is a registered trademark of BIEC International, Inc.

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