

# Rush River Steel & Trim

# AZ55 Galvalume® Sheet 25-Year Limited Warranty

Rush River Steel provides a 25-year limited warranty after shipment from any Rush River Steel plant or inventory holding facility, if erected within the Continental United States, WILL NOT rupture, fail structurally or perforate within a period of 25-years after shipment from our plant as a result of corrosion caused by exposure to normal atmospheric conditions.

## Excluded Atmospheric Conditions

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 flashing or areas in metallic contact with lead or copper.
4. Condition or circumstances where corrosive fume or condensates are generated or released inside the building.

## Other Excluded Situations

1. Bends less than 2T for sheet thickness .031" and thinner.
2. Slopes of the roof flatter than 1:12 pitch.
3. Mechanical, chemical or other damage sustained during shipment, storage, forming fabrication or during or after erection.
4. Failure to provide free drainage of water, including internal condensation, from Overlaps on all other surfaces of the sheets or panels.
5. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
6. Failure to remove debris from all surfaces of sheets or panels.
7. Damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures.
8. Deterioration of the panels caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
9. Presence of damp insulation or other corrosive materials in contact with or close proximity to the panel.
10. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners.

## Exclusive Remedies

Buyer exclusive remedy and Seller's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at the Seller's sole option, of furnished FOB Buyer's plant sufficient sheet product to enable buyer 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 provisions of the limited warranty

## Other Warranties, Including Merchantability

There are no warranties, promises or affirmations of the 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

Buyer shall exercise diligence in inspection of material as received from seller prior to utilization so as to mitigate expense involved in repairing, or replacing non-conforming sheets. Claims for any breach of warranty must be made with the period of this limited warranty and within 30 days after buyer discovered the non-conforming sheets or panels. 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 non-conforming sheets or panels. Buyer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty states herein.

## Transfers, Representations And Assignment

This limited warranty is extended to buyer as the original purchaser from seller and is non-transferable and non-assignable. No rights against seller shall be created by any purported transfer or assignment, nor shall any rights against seller survive any transfer or assignment. Buyer 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 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. The condition shall constitute a material term in this limited warranty and expressly refers to having such effect upon this limited warranty, and is signed to the authorized representative of seller.

## Waiver or Modification Of Seller's Rights

No terms or conditions, other than those states 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 right hereunder, shall be binding on seller unless the same be clearly set forth in a 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 and Governing Law

Seller reserves the right to terminate this limited warranty, except with respect to order which it has already accepted upon the giving of written notice thereof. The substantive law of the State of Arkansas 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.