
UNITED STEEL SUPPLY, LLC
WEATHERXL™, WEATHERXL™ CRINKLE
EXCLUSIVE LIMITED WARRANTY

UNITED STEEL SUPPLY, LLC (“**Seller**”) hereby provides and grants this **exclusive limited warranty** (this “**Warranty**”) to its original purchaser (“**Buyer**”) of steel coils coated with WeatherXL™ Siliconized Polyester coil coating (“**WeatherXL™**”).

WARRANTY CONDITIONS. Seller warrants, subject to the terms and conditions set forth below, the WeatherXL™ coating applied to the steel coil(s) sold by Seller to Buyer solely for use as steel building roofing and siding panels, if any of the following Warranty Conditions occur:

1. Within 40 years from the date of application of the WeatherXL™, the WeatherXL™ exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.
2. Within 30 years from the date of installation of the steel panels, the WeatherXL™:
 - a. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
 - b. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. 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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Seller does not warrant that color changes will be uniform.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to WeatherXL™ used on buildings within the continental United States, Alaska and Canada.

WARRANTY EXCLUSIONS AND SITUATIONS. Without otherwise expanding upon the Warranty, Warranty Conditions do not include, and this Warranty does not apply to, any damage or condition resulting from circumstances beyond Seller’s control, including without limitation any of the following:

1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Seller’s control;
2. Harmful fumes or foreign substances in the atmosphere, or salt spray; no Warranty is provided for WeatherXL™ on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment;
3. Improper or inadequate pretreatment of the substrate metal;
4. Defects in the substrate metal or in its fabrication or embossing, including any corrosion or loss of adhesion as a result of the substrate fabrication or embossing process;
5. Significant differences in insulation below the coated metal panel;
6. WeatherXL™ which has been damaged due to moisture entrapment in coils and/or bundles during transit to, or storage by, Buyer or which has been installed or stored by Buyer in such a way that allows standing water on the coating;

7. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
8. WeatherXL™ that has been installed or stored by Buyer in such a way that allows contact with animals or animal waste;
10. Mishandling by Buyer of any substrate coated with WeatherXL™, including abuse, alteration, modification, improper use, or storage thereof; and
11. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.

EXCLUSIVE REMEDY. If a Warranty Condition occurs and all the other requirements of this Warranty are satisfied, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and at its sole discretion, pay or reimburse Buyer for reasonable labor and material costs necessary to repaint, repair or replace the metal panels showing the Warranty Condition. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the metal panels showing the Warranty Condition. The Warranty shall 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 with respect to the original metal panel.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING STEEL COILS COATED WITH WEATHERXL™, 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 STEEL COILS COATED WITH WEATHERXL™ RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR 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, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF **MERCHANTABILITY**, **FITNESS FOR A PARTICULAR PURPOSE** or **FREEDOM FROM PATENT INFRINGEMENT**.

CLAIMS. Buyer must exercise diligence in inspecting the steel coils coated with WeatherXL™ as received from Seller 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 Warranty period and within fifteen (15) days after Buyer first discovers the purported Warranty Condition. Such claims must be delivered to Seller in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the steel coil coated with WeatherXL™ involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed Warranty Condition is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer may commence against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agents and representatives may not claim, represent or imply to Buyer's customers, distributors, installers or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

U. S. STEEL Sheet Products

AZ50 GALVALUME® Sheet 20-Year, 6-Month Limited Warranty

EXCLUSIVE WARRANTY

United States Steel, as successor to USX Corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15219 ("Seller") hereby provides this LIMITED WARRANTY TO: _____ ("Buyer"). Seller exclusively warrants that, subject to the following provisions, Seller's hot dipped aluminum-zinc alloy-coated GALVALUME® sheet steel, with a coating weight of AZ50, 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 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 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 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 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 GALVALUME® sheet roofing and siding panels rests solely with the Buyer.

EXCLUSIVE REMEDIES

Buyer's 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 Seller's sole option, of furnishing 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 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

Buyer shall exercise diligence in inspection of material as received from Seller 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 Buyer discovered the non-conforming sheet; 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 sheet.

Buyer 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 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. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

WAIVER OR MODIFICATIONS OF SELLER'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 to waive Seller's rights 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

Seller 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 Commonwealth of Pennsylvania 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 provisions irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

United States Steel

Date _____

GALVALUME® is a registered trademark of BIEC International Inc.

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 Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller 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 and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the metal panels coated with WeatherXL™ 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 Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts of the State of Texas for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Texas. **THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding WeatherXL™ applied to the steel coil(s) sold by Seller to Buyer and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty granted by Seller to Buyer pursuant to Section 7 of the Standard Terms and Conditions of Sale of Seller (the "***Terms & Conditions***"). In the event any provision of this Warranty conflicts with any provision of the Terms & Conditions, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the WeatherXL™ is applied.

CLAIMS ADDRESS.

248 Addie Roy Road
Suite C200
Austin, Texas 78746
Attn: Warranty Claims Department

or

<https://unitedsteelsupply.com/warranties/>

Effective Date: _____

WEATHERXL™, WEATHERXL™CRINKLE LIMITED WARRANTY

Company
Address
Address

We are pleased to present you with THE FOLLOWING Limited Warranty on our WeatherXL Siliconized Polyester coil coatings.

1. This Warranty applies if any of the following Warranty Conditions occurs:
 - a. Within 40 years from the date of application of the paint, WeatherXL exhibits cracking, flaking, or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, which may occur in proper fabrication of the building parts, is not a covered Warranty Condition. *Failure due to substrate corrosion is not a covered Warranty Condition.*
 - b. Within 30 years from the date of installation of the panels, WeatherXL:
 - i. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
 - ii. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. 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. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Sherwin-Williams does not warrant that color changes will be uniform.
2. If a Warranty condition occurs and the other requirements of this Warranty are met, Sherwin-Williams will supply you with the following Warranty benefits:

Sherwin-Williams will pay for labor and material 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 building owner, whichever is less, even if our limited warranty fails of its essential purpose. 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.
3. Sherwin-Williams cannot control the circumstances of application. Therefore, this Limited Warranty applies only when WeatherXL coil coatings are properly applied (according to the application instructions in Sherwin-Williams's then-current Technical Data Sheet) to a properly pre-treated and primed substrate (HDG Steel (G90/G60), Galvalume, and Aluminum) that is fabricated into commercial or industrial building parts. Sherwin-Williams does not warrant the use of WeatherXL coil coatings with non-Sherwin-Williams coatings. Warranty Benefits are available only for all-Sherwin-Williams coating systems. Also, because some colors may not meet our standards, Sherwin-Williams will inform you in writing at the time of color matching if the color you have selected is not an approved color.
4. To receive Warranty Benefits for a Warranty Condition, you must:
 - a. Send written notice of the Warranty Condition within thirty days of the appearance of any detectable defect to: Vice President, Coil and Extrusion, The Sherwin-Williams Company
 - b. Provide access to the affected panels and site.
 - c. Assist us as necessary in determining the exact cause of failure.
 - d. Provide such documentation as we shall request to confirm the Warranty Condition, including records sufficient to identify the batch number and application date of the WeatherXL coating involved; and production records and quality control records from your coater showing compliance with our application specifications and the results of tests required by those specifications.
5. We are not responsible and provide no Warranty Benefits, for any damage or condition resulting from circumstances beyond our control, including any of the following:

- a. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Sherwin-Williams's control
 - b. Harmful fumes or foreign substances in the atmosphere, or salt spray
 - c. Failure to apply WeatherXL coil coatings in accordance with our specifications and instructions as outlined on our then-current published technical data sheets;
 - d. Improper treatment or defects in the substrate metal or in its fabrication, embossing. Any corrosion or loss of adhesion as a result of the embossing process;
 - e. Significant differences in insulation below coated metal panel;
 - f. WeatherXL which has been damaged due to moisture entrapment in coils and/or bundles during transit or storage or which has been stored or installed in such a way that allows standing water on the coating;
 - g. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
 - h. Development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate, including any failure or deficiency in the cleaning process or pretreatment;
 - i. WeatherXL that has been stored/installed in such a way that allows contact with animals or animal waste.
 - j. Mishandling of WeatherXL or of any substrate coated with it, including abuse, alteration, modification, improper use, or storage;
 - k. Where materials / items such as snow guards and solar panels are attached / adhered to the product;
 - l. Use of any bleach-based cleaners;
 - m. Any condition, which occurs in any chemically aggressive environment containing salts, or other chemicals, whether naturally occurring or caused by man, are stored/installed in an environment that includes a high degree of humidity, sand, dirt or grease;
 - n. Exposure of excess humidity, condensation, frost, mold, mildew, or fungus on product surfaces;
6. No Warranty is provided for WeatherXL on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment.
 7. If chrome free pretreatment is used, warranty for adhesion must be validated by sample testing of production material. Material must pass AAMA 2605 sec. 8.4.1.4 Boiling Water Adhesion. Following topcoat application a sample must undergo a twenty (20) minute boiling water immersion crosshatch; sample within 5 minutes of removal from the boiling water/evaluate adhesion in the cross hatched area per AAMA sec. 8.4.1.2 Tape Pull-Off (ASTM D3359 Method B)/Result must be 5B, no tape off. Use of chrome free pretreatment with Galvalume voids warranty.
 8. This warranty applies only to building parts installed on buildings within the Continental United States, Alaska, and Canada. This Warranty will automatically expire upon any change or transfer of ownership of the property on which the metal coated with WeatherXL is originally installed.
 9. This is our only warranty concerning WeatherXL Siliconized Polyester coil coatings. Except for this Warranty, WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED AND DISCLAIM ALL IMPLIED WARRANTIES INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR FREEDOM FROM PATENT INFRINGEMENT. SHERWIN-WILLIAMS WILL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. We have no other liability with respect to WeatherXL Siliconized Polyester coil coatings, whether based on warranty, negligence, or any other legal theory.
 10. This is our complete warranty. It lists all of Sherwin-Williams's obligations regarding WeatherXL Siliconized Polyester coil coatings purchased by you on or after the effective date shown below. It is only for your benefit and you may not assign it to any other person or entity. Sherwin-Williams makes no warranty to your customers and is not responsible for any warranty you choose to provide to your customers concerning the performance of WeatherXL Siliconized Polyester coil coatings. Sherwin-Williams may change or discontinue this Warranty by providing you with 30 days advance written notice. Any changes will apply only to WeatherXL Siliconized Polyester coil coatings sold to you after the notice period expires. This warranty shall be governed by Minnesota law, but not its conflict of law rules.

IN WITNESS WHEREOF, Sherwin-Williams and Customer have executed this Warranty effective as of this 15th day of August 2020.

CUSTOMER

THE SHERWIN-WILLIAMS COMPANY

BY: _____

BY: _____

Title _____

Title: Warranty & Claims Manager