



ZINCALUME® STEEL AZ50 WARRANTY

Epic Steel Corporation ("Epic") warrants to the Buyer, by and through Steelscape, Inc. ("Steelscape"), that Steelscape's hot dip ZINCALUME® aluminum-zinc alloy coated steel sheet, sold for use as unpainted or prepainted roofing and siding panels or for use in rainwater applications, if erected within Continental North America or in another location **pre-approved** by Steelscape, will not rupture, fail structurally or perforate within a period of twenty-five (25) years and six (6) months after shipment from Steelscape due to exposure to normal atmospheric corrosion.

This warranty applies to all categories of product with a metallic coating class of AZ50 or heavier as designated by ASTM specification A792/A792M-97a.

This warranty only applies to a painted ZINCALUME Steel product when a Steelscape approved paint system has been utilized.

This warranty **does not apply** to ZINCALUME Steel sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to the following:

- Areas subject to saltwater marine atmospheres or to constant spraying of either salt or fresh water.
- Areas subject to fallout or exposure to corrosive fumes, ash, cement dust or animal waste.
- Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
- Conditions or circumstances where corrosive fumes or condensates are generated or released inside the building.
- Areas sheltered from periodic washing by natural rainfall or man-made fresh water rinse.

This warranty **does not apply** in the event of the following:

- Bends less than 2T for a sheet thickness of 0.0299" and thinner and bends less than 4T for a sheet thickness of 0.0300" and thicker.
- Slopes of the roof, or any sections of the roof flatter than 1/4": 12."
- Mechanical, chemical or other damage sustained during shipment, storage, forming, and fabrication or during and after installation.
- Damage caused to the metallic coating or sheet by severe reverse bending, alternate compression and tension, improper roll forming, scouring or cleaning.
- Failure to remove debris from or provide for free drainage of water, including internal condensation from overlaps and all other surfaces of the sheets or panels.
- Deterioration of the panels caused by contact with green and/or wet lumber or wet storage stain caused by water damage and/or condensation.
- Presence of damp insulation and/or other corrosive materials in contact with or in close proximity to the panel.

This warranty **does not apply** in the event of deterioration to panels caused directly or indirectly by panel contact with fasteners and sealants. Responsibility for selection of suitable long-lasting fasteners and

sealants to be used with ZINCALUME Steel roofing and siding panels, or in rainwater applications rests solely with the Buyer. Epic will have information available to the Buyer, as provided from Steelscape, to aid in selection of suitable products. However, the information will not constitute a warranty of performance under any conditions.

This warranty is subject to the stipulations, limitations and conditions listed below:

1. This limited warranty is provided by Epic as a pass-through warranty, the original of which was a non-transferable and non-assignable warranty provided by Steelscape to an intermediary and then to Epic. As such, Epic's liability for breach of this warranty shall be limited exclusively to any relief actually obtained by or through Epic from the original warranty. Epic directly represents and warrants that it will use reasonable efforts to assist Buyer in resolving any claim under the warranty, *provided that* Epic shall not be responsible for nor be required to incur in any manner any costs, fees or expenses in its exercise of such reasonable efforts. Epic shall not be required to directly or indirectly incur or reimburse Buyer for any attorneys' fees or costs of litigation related to any claim made hereunder, even if such claim becomes part or parcel of another claim for which attorneys' fees or costs of litigation may be recovered by Buyer.
2. Steelscape's liability for breach of this warranty shall be limited exclusively to the cost of either repairing non-conforming panels or, at Steelscape's sole option, of furnishing sufficient sheet product, FOB intermediary's plant, to enable intermediary to fabricate replacement panels for the non-conforming panels.
3. Steelscape shall not in any event be liable for the cost of labor expended by others on any non-conforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels shall have been non-conforming.
4. Claims must be promptly reported in writing to Epic by the Buyer. Epic and Buyer are required to give Steelscape a reasonable opportunity to inspect the panels claimed to be non-conforming. Adequate identification of the material involved in the claim, including date of installation, Steelscape order number, coil number, invoice number and intermediary must establish date of shipment for this warranty to have effect.
5. Buyer shall exercise diligence in the inspection of sheets as received so as to mitigate repair or replacement.
6. This limited pass-through warranty is non-transferable and non-assignable.
8. Epic and Steelscape reserve the right to terminate or amend this warranty at any time (*except as to orders already accepted*) upon giving written notice.
9. This warranty is intended by the parties to be a final, complete and exclusive statement of the agreement and is part of the contract for the purchase of ZINCALUME Steel sheet, and all prior contemporaneous oral or written statements are hereby excluded.
10. This limited warranty shall be governed by and interpreted in accordance with the laws of the State of Montana, except to the extent that the same may conflict with the terms of the original Steelscape warranty, which is governed by and interpreted in accordance with the laws of the State of California.

EXCEPT AS SET FORTH HEREIN, EPIC MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Buyer/Buyer's Representative

Date

Representative of Epic

Date