

**GALVALUME PLUS<sup>®</sup>**  
**25 YEARS & 6 MONTHS LIMITED WARRANTY**

**Warranty No.**  
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**I. WARRANTY**

EXCEPTIONAL Metals, a division of Duro-Last, Inc., (hereafter "Exceptional Metals") grants this Limited Warranty ("Warranty") to the owner ("Owner") of a building containing Galvalume Plus sheet steel with a coating weight of AZ55, from Exceptional Metals ("Product(s)" sold for use as unpainted steel building, roofing and siding panels and installed by an Exceptional Metals authorized contractor ("Contractor") subject to the conditions, and limitations contained herein. Exceptional Metals warrants that its Products will not:

- A.** Rupture, fail structurally, or perforate within a period of 25 years and 6 months from the date of shipment from Exceptional Metals as a result of corrosion caused by exposure to normal atmospheric conditions.
- B. THIS WARRANTY DOES NOT APPLY TO** Product(s) exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:
  - 1. Areas subject to saltwater marine atmosphere 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 or circumstances where corrosive fumes or condensates are generated or released inside the building.

**II. EXCLUSIVE REMEDY**

If Exceptional Metals, in its sole discretion, determines that its Product(s) has ruptured, failed structurally or perforated, as defined by the terms and conditions within this document ("Warranty Conditions") and all of the other conditions, requirements and limitations of this Warranty have been complied with, then Exceptional Metals will do the following:

- A.** Exceptional Metals will repair or supply the necessary material to replace – at Exceptional Metals' sole discretion – the Product(s) exhibiting the covered Warranty Conditions ("Warranty Benefits").
  - 1. The Warranty Benefits shall not exceed the original Exceptional Metals' sale price of the affected Products.
- B.** There is no new warranty for repaired or replaced Product(s). The original Warranty will continue to apply to any Product(s) that were repaired or replaced due to a covered Warranty Condition, but only for the unexpired portion of the original Warranty period applicable to the original Product(s).

**III. CONDITIONS**

- A.** Exceptional Metals is a metal fabricator and not a Contractor or installer. As such, Exceptional Metals cannot control the circumstances, method(s) or manner of application. Therefore, this Warranty applies only when the Product(s) are properly applied and installed according to Exceptional Metals' specifications and installation instructions at the time of installation of the Products.
- B.** In order for Owner to make a warranty claim pursuant to this Warranty:
  - 1. Exceptional Metals and Contractor must be paid in full for all Products, the labor to install those Products and any outstanding invoices issued by Exceptional Metals that arise after the installation;
  - 2. Owner, Owner's agents and representatives, and Contractor must exercise reasonable and diligent care and maintenance of the Product, in accordance with the Exceptional Metals Repair and Maintenance guide located at [www.exceptionalmetals.com/exceptionalmetals/repairandmaintenance](http://www.exceptionalmetals.com/exceptionalmetals/repairandmaintenance)
  - 3. Owner must notify Exceptional Metals within 30 days of the discovery or appearance of any alleged defect. Owner must notify Exceptional Metals by emailing [Warranty@exceptionalmetals.com](mailto:Warranty@exceptionalmetals.com) or by certified mail, return receipt requested to: Exceptional Metals, Attention: Warranty, 525 Morley Drive, Saginaw, MI 48601.
  - 4. Owner must allow Exceptional Metals and/or Exceptional Metals' authorized agent, the installing Contractor, and representatives of the Galvalume or Galvalume Plus manufacturer access to the building, the roof and the affected Product(s). Owner must reasonably assist Exceptional Metals and the aforementioned parties in determining the cause of the alleged failure.
  - 5. Owner shall provide documentation of proof of purchase.

**IV. LIMITATIONS**

- A.** This Warranty DOES NOT APPLY in the event of:
  - 1. Bends less than 2T for sheet gauges (or thickness) up to 0.030" and bends less than 4T for sheet gauges (or thickness) 0.031" and thicker.
  - 2. Slopes of roof, or sections of the roof, flatter than ¼:12.
  - 3. Mechanical, chemical, or other damage sustained during shipment, storage, forming or fabrication (if other than at, or from, Exceptional Metals) or after erection.
  - 4. Forming by any party other than Exceptional Metals which incorporates severe reverse bending or which subjects the Product(s) to alternate compression or tension.
  - 5. Failure to provide free drainage of water, including internal condensation, from overlaps and all other surfaces of the Product(s).
  - 6. Failure to remove debris from overlaps and all other surfaces of the Product(s).
  - 7. Damage caused to the metallic coating by improper scouring or cleaning procedures.
  - 8. Deterioration of the Product(s) caused by contact with green, wet or pressure treated lumber or wet storage stain caused by water damage or condensation.
  - 9. Presence of damp insulation, soil, vegetation, or other corrosive materials in contact with or in close proximity to the Product(s).
  - 10. Deterioration of the Product(s) caused directly or indirectly by Product(s) contact with fasteners. Selection of suitable long lasting fasteners to be used with the Product(s) rests solely with the Owner or the Owner's authorized agent – the Contractor – see Condition III (A) above.
  - 11. Damage to the Product(s) caused by cascading water.
  - 12. Damage to the Product(s) caused by cutting with an abrasive blade saw or other means.
  - 13. Damage to the Product(s) caused by contact with, or water runoff from, lead, copper, or dissimilar materials. This includes air conditioning ("A/C") or HVAC condensation.

**OVER: Continued on Back**

**14.** Damage to the Product(s) caused by: Acts of God, hail, fire, lightning, explosion, war, civil disturbances, radiation, vandalism, mishandling of the Products including abuse, alteration, modification, improper use or storage, or any circumstances or occurrences beyond Exceptional Metals' control;

- B.** This Warranty does not apply to perforated Product(s).
- C.** Contractor or installer must use seaming equipment from Exceptional Metals, Exceptional Metals' supplier, or from a distributor, supplier or party expressly authorized by Exceptional Metals. Failure to do so voids this Warranty. Moreover, improper use of seaming equipment from any party shall void this Warranty.
- D.** Owner or Owner's authorized agent (such as the Contractor) shall diligently inspect Product(s) from Exceptional Metals within 30 days of receipt.
- E.** This Warranty applies only to Products installed on buildings within the contiguous forty eight states of the United States and in Canada if installed within 200 miles of the northern border of the contiguous forty eight states of the United States.
- F.** Exceptional Metals shall not be liable for any other products aside from Exceptional Metals' Products purchased from Exceptional Metals or an authorized Contractor.
- G.** Exceptional Metals shall not be liable for damages arising from defects in the design or construction of the building, the roof, or roof assembly, aside from its own Products. Exceptional Metals shall not be liable for any condensation in the building or roof assembly or any design defects, including any design defect that results in water penetrating or entering into the roof assembly or building.
- H.** This Warranty is not transferable.
- I.** Any change in the building's use or purpose voids this Warranty.
- J.** This Warranty shall be governed by the laws of the State of Michigan without regard to principles or conflicts of law. Exceptional Metals and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City (or the closest U.S. District Court thereto within the Eastern District), shall have the exclusive jurisdiction to determine any and all disputes or claims relating to this Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- K.** No claim, suit, or other proceeding arising out of or related to the Products or these terms, including without limitation this Warranty, may be brought by Owner or anyone else after one (1) year from the date it accrues.
- L.** Exceptional Metals does not waive any rights under this Warranty by refraining from exercising its right in full in one or more instances.
- M.** Under no circumstances shall Exceptional Metals be liable in any way to Owner or any other party for delays, failure in performance or loss or damage due to force majeure conditions including, but not limited to: Acts of God, natural disasters, strike, embargo, sabotage, war, terrorism, civil uprisings or acts of government or military authority.

**THIS WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND EXCEPTIONAL METALS AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE PRODUCT(S).**

**THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY, TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND EXCEPTIONAL METALS TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS WARRANTY. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. EXCEPTIONAL METALS WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.**

**THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE PRODUCTS OR REGISTRATION OF THE WARRANTY WITH EXCEPTIONAL METALS SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.**

The Contractor is not an agent of Exceptional Metals or Duro-Last and does not have authority to bind Exceptional Metals or Duro-Last. If any Contractor or sales representative made any statements about Exceptional Metals, its Products, services, obligations or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Exceptional Metals or Duro-Last. Furthermore, no person may change or modify any terms or conditions of this Warranty, unless in writing and signed by an authorized representative of the Owner and by an officer of Duro-Last.

**SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.** If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

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Owner Name

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Signature of Owner

\_\_\_\_\_  
Name of Building

\_\_\_\_\_  
Address of Building

\_\_\_\_\_  
City, State & Zip of Building

\_\_\_\_\_  
Building Designation

\_\_\_\_\_  
Signature of Exceptional Metals

\_\_\_\_\_  
Printed Name of Exceptional Metals

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Warranty Date

\_\_\_\_\_  
Warranty No.