

McELROY METAL MILL, INC.
COMMODITY
COATING SYSTEM LIMITED WARRANTY

McElroy Metal Mill, Inc. ("McElroy") warrants the following to the purchaser of McElroy Commodity panels using Galvalume or galvanized substrates with a polyester coating system:

1. This warranty applies if any of the following warranty conditions occurs:
 - a. Within 10 years from the date of application of the paint, the polyester coating 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.*
2. If a warranty condition occurs and the other requirements of the warranty are met, McElroy Metal will supply you with the following warranty benefits:

McElroy Metal 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.. 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.

All claims filed under this warranty must be presented in writing by the purchaser to McElroy during the warranty period and not more than 30 days after discovery by the purchaser of the problem for which the claim is made. All claims must reference McElroy's invoice number and be either hand delivered or sent by registered or certified mail to McElroy Metal at 1500 Hamilton Road, Bossier City, Louisiana 71111.

THIS WARRANTY SHALL BE SUBJECT TO THE FOLLOWING CONDITIONS, LIMITATIONS AND EXCLUSIONS:

- A. This warranty covers only panels erected in the continental United States, Alaska and Canada, which are exposed to normal weather and atmospheric conditions.
- B. This warranty is for the benefit of the original purchaser only and is not transferable or assignable.
- C. In determining whether the panel meets the specifications set forth above, color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk per ASTM D 2244 method A procedures. McElroy does not warrant that color changes will be uniform.
- D. This warranty is null and void for any material that is subjected to salt spray or installed on property 1,500 feet or fewer from a salt water environment.
- E. This warranty does not apply to defects or failures which arise out of any of the following:
 - (1) the formation of rust on the panel edges;
 - (2) acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;
 - (3) failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel;
 - (4) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or
 - (5) failure of the metal substrate;
 - (6) minute fracturing which may occur in proper fabrication of the building parts;
 - (7) if panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and pre- finished metal panel;
 - (8) abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;

(9) discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;

(10) design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.

F. McElroy shall have no obligations under this warranty unless and until McElroy receives payment in full for the materials furnished.

G. The supplier of the paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy which are same (or substantially similar) to the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. McELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

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