UNION
CORRUGATING COMPANY

# GALVALUME®/GALVALUME® PLUS

## 40-YEAR LIMITED PASS-THROUGH WARRANTY

NCI Group, Inc. (hereinafter referred to as "Manufacturer") warrants to the panels will perform in accordance to the following GALVALUME® Warranty:

Manufacturer's hot dipped aluminum-zinc alloy coated GALVALUME® sheet steel sold for use as unpainted steel building roofing and siding panels, if erected within the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing, WILL NOT rupture, fail structurally, or perforate within a period of 40 years from date of shipment due to exposure to normal atmospheric corrosion.

**THIS WARRANTY DOES NOT APPLY** to sheets exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:

1. Areas within two (2) linear miles of saltwater marine atmospheres or exposed to constant spraying or consistent condensation of salt, fresh or brackish water.
2. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
3. Areas subject to water run-off 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.

**This warranty DOES NOT APPLY in the event of:**

A. Degree of bending less than 2T for sheet gauges up to 0.030 in. and degree of bending less than 4T for sheet gauges 0.031 in. and thicker.
B. Slopes of roof or sections of the roof flatter than 1/4:12.
C. Mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication, 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 and 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 scouring or cleaning procedures.
H. Deterioration of the panels caused by contact with green, wet, or pressure-treated lumber or wet storage stain caused by water damage or condensation.
I. Presence of damp insulation, soil, vegetation 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 the panel contact with fasteners. Selection of suitable long lasting fasteners to be used with GALVALUME® roofing and siding panels rests solely with the buyer.
K. Damage to the GALVALUME® coating caused by cascading water.
L. Damage caused by cutting panels with an abrasive blade saw or other means which damages the GALVALUME® coating.
M. Damages to the coated Metal caused by contact with, or water run-off from, lead, copper graphite or dissimilar material. This includes A/C condensation.
N. Damage caused by spray foam insulation.

**This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

1. Manufacturer's liability for breach of this warranty shall be limited exclusively to the cost of either repairing or replacing nonconforming, rupturing, perforating, or structurally failing panels.
2. Manufacturer shall not in any event be liable for the cost of labor expended by others on any nonconforming, rupturing, perforating or structurally failing sheet or for any special, indirect, or consequential loss of profits or any other incidental, general, special or compensatory damages to anyone by reason of the fact that such panels shall have been nonconforming, rupturing, perforating, or structurally failing.
3. This warranty does not apply to perforated material.
4. Uniform visual appearance of unpainted GALVALUME® and GALVALUME® PLUS sheet is not warranted or guaranteed due to variances in spangle which may result in noticeable shade variation in installed panels, flat sheets, and coils. GALVALUME® and GALVALUME® PLUS sheets are also subject to differential weathering after installation and panels may appear to be different due to this weathering characteristic. Shade variations in GALVALUME® and GALVALUME® PLUS material does not diminish the structural integrity of the product and is not covered by this warranty. If a consistent appearance is required, we recommend selecting a pre-painted option.
5. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance, rupture, perforation, or structural failing and Manufacturer shall be given a reasonable opportunity (which shall not be less than thirty days from the date of receipt of notification) to inspect the panels claimed to be non conforming, rupturing, perforating, or structurally failing. Adequate identification of the material involved in the claim, including date of installation, Manufacturer's order number invoice number and date of shipment must be established by Buyer. A copy of this document must be presented to Manufacturer at time of claim.
6. The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than the Manufacturer may result in this and all warranties being void.
7. Buyer shall exercise diligence in inspection of sheets as received from Manufacturer so as to mitigate any expenses to Manufacturer under this warranty.
8. This warranty shall not become effective and Manufacturer shall not have any obligation under any warranty until all invoices issued by Manufacturer, Manufacturer's customer, and the Roofing Contractor have been paid in full, in accordance with their terms, without offset,deduction or credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
9. This warranty shall extend to the original Building Owner and is non-assignable and/or nontransferable. Should the Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any other reason discontinue its normal or regular business practice, this warranty shall forthwith become null and void and of no legal effect.
10. Manufacturer reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

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## 40-YEAR LIMITED PASS-THROUGH WARRANTY

11. Panel repaired or sheet product furnished under this warranty shall not extend the original warranty time period hereunder.
12. Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance,interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Texas, (ii) any and all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction in Houston, Harris County, Texas, (iii) this Warranty is capable of being performed in Harris County, Texas, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Harris County, Texas, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by Texas law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue of any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by Certified Mail,Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into a business relationship, and that each has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
13. This warranty is the full and complete agreement of the parties and shall not be modified, altered or extended except in writing and signed by an authorized agent of the Manufacturer and the Buyer.
14. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO FORCE MAJEURE CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; STRIKE; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.**
15. Notwithstanding the foregoing, the warranty coverage provided above by the Manufacturer shall be expressly limited to and shall include only such warranty coverage on coatings applied to Manufacturer's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from Manufacturer shall apply only to the same extent that such warranty coverage is available from the original supplier thereof. To the extent that warranty coverage from such supplier(s) is unavailable for any reason whatsoever, Manufacturer shall not have any further liability to purchaser or any other party.
16. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to:

Attn: Claims Dept.
PO BOX 692055
Houston, TX 77269-2055

**DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT PRODUCED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND PURCHASER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE SHALL NOT EXCEED THE COST OF THE AMOUNT OF THE MATERIALS, EXPRESSLY EXCLUDING LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND ANY OTHER ADDITIONAL EXPENSES. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AS THIS IS A PASS-THROUGH WARRANTY, THIS WARRANTY IS NOT ISSUED BY NCI GROUP, INC. MANUFACTURER WILL NOT BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF PURCHASER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S WALL AND/OR ROOF PANELS.**

**Buyer/Supplier** **Name:** _____ **Address:** _____

**City:** _____ **State:** _____ **Zip:** _____ **Union Order # (REQUIRED):** _____

**Date:** _____

**Installer** **Name:** _____ **Address:** _____

**City:** _____ **State:** _____ **Zip:** _____

**Purchase/Owner** **Name:** _____ **Address:** _____

**City:** _____ **State:** _____ **Zip:** _____