

ABC, a division of NCI Group, Inc. warrants the panels will perform in accordance to the following BARE GALVALUME®/GALVALUME PLUS® Warranty:

ABC'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 United States WILL NOT rupture, fail structurally, or perforate due to corrosion within a period of 20 years from date of shipment due to exposure to normal atmospheric conditions.

THIS WARRANTY DOES NOT APPLY to sheets 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 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, uncured concrete 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 damage 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.

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

1. ABC'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. ABC 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 will not extend to or cover damages to the material due to shipping, improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
4. Claims must be reported in writing to ABC within thirty (30) days after discovery of nonconformance, rupture, perforation, or structural failing and ABC 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, ABC order number invoice number and date of shipment must be established by Buyer. A copy of this document must be presented to ABC at time of claim.
5. Buyer shall exercise diligence in inspection of sheets as received from ABC so as to mitigate any expenses to ABC under this warranty.
6. 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.
7. ABC reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.
8. Panel repaired or sheet product furnished under this warranty shall not extend the original warranty time period hereunder.
9. 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.
10. 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 ABC and the Buyer.
11. **FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL ABC 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.**
12. Notwithstanding the foregoing, the warranty coverage provided above by ABC shall be expressly limited to and shall include only such warranty coverage on coatings applied to ABC's panel materials by the original supplier(s) thereof. Any and all such warranty coverage available from ABC 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, ABC shall not have any further liability to purchaser or any other party therefore.
13. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to:

American Building Components
ABC Invoice # _____
PO Box 38217
Houston, TX 77238

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY ABC. 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 ABC'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 ABC 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 ABC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. ABC 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.

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Subject to change without notice. Effective date: February 13, 2004



Adel, GA 800-877-8709
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Nicholasville, KY 800-877-8709
Omaha, NE 800-228-2260
Oskaloosa, IA 800-345-0044

Phoenix, AZ 800-481-3035
Rome, NY 800-544-2651
Salt Lake City, UT 800-481-3035

Call ABC for help locating a distributor near you!

The Engineering data contained herein is for the expressed use of customers and design professionals. Along with this data, it is recommended that the design professional have a copy of the most current version of the North American Specification for the Design of Cold-Formed Steel Structural Members published by the American Iron and Steel Institute to facilitate design. This Specification contains the design criteria for cold-formed steel components. Along with the Specification, the designer should reference the most current building code applicable to the project jobsite in order to determine environmental loads. If further information or guidance regarding cold-formed design practices is desired, please contact the manufacturer.

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