



ArcelorMittal
DOFASCO | HAMILTON

Galvalume™ & Galvalume Plus™

ArcelorMittal Dofasco G.P. provides this warranty to:

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hereafter referred to as “the Buyer”

ArcelorMittal Dofasco G.P. (“Dofasco”) warrants to “the Buyer” that Dofasco’s hot dipped “Aluminum-Zinc Alloy Galvalume™ and Galvalume Plus™ steel sheet coated to AZM 165 metric designation” sold for use as unpainted steel building-roofing and siding panels (the “Galvalume Product”), if erected within Canada and the United States of America WILL NOT rupture, fail structurally or perforate within a period of twenty-five years and six months after shipment from Dofasco’s mill due to exposure to normal atmospheric corrosion, subject to the following provisions:

ArcelorMittal Dofasco

The Buyer

25 year warranty

Galvalume™ and Galvalume Plus™ - Date

If the Buyer does not return the present document duly dated, initialed and signed by the authorised person(s) within thirty (30) days at the latest of the date of its receipt, the terms and conditions of the present document shall be deemed to have been expressly accepted in full by the Buyer.

1. Limitations on Warranty with Respect to Location, Weather and Atmospheric Conditions

This warranty **DOES NOT APPLY** to Galvalume Product exposed at any time to corrosive, aggressive, harmful or other abnormal atmospheric conditions, including, but not limited to, the conditions present in the following areas or circumstances:

- (a) areas subject to salt water marine atmospheres or to constant spraying of either salt or fresh water;
- (b) areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust or animal waste;
- (c) areas subject to water run-off from lead or copper flashings or to areas in metallic contact with lead or copper;
- (d) conditions or circumstances where corrosive fumes or condensates are generated or released inside the building.

2. Exclusion of Warranty

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

- (a) bends less than 2T for sheet thickness 0.030" and thinner and less than 4T for sheet thickness 0.031" and thicker and less than 5T for Grade 80 "full hard";
- (b) slopes of the roof or sections of the roof flatter than ¼:12;
- (c) mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication or 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 Galvalume Product;

- (f) failure to remove debris from overlaps and all other surfaces of the Galvalume Product;
- (g) damage caused to the metallic coating by improper roll forming, scouring or cleaning procedures;
- (h) deterioration of the Galvalume Product caused by the contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- (i) presence of damp insulation or other corrosive materials in contact with or close proximity to the Galvalume Product; or
- (j) deterioration to the Galvalume Product caused directly or indirectly by contact with fasteners. Selection of suitable long-lasting fasteners to be used with Galvalume Product rests solely with the Buyer.

3. Remedy in Event of Breach

In the event of breach of this warranty, Dofasco shall, in its sole discretion, have the option of:

- (a) repairing defective Galvalume Product; or
- (b) furnishing FOB Buyer's plant sufficient steel product to enable Buyer to fabricate replacement of Galvalume Product for the defective Galvalume Product.

4. Exclusion of Warranties and Limitation of Liability

- (a) The remedy described in paragraph 3 above shall be Dofasco's sole liability and shall be the exclusive remedy available to the Buyer for any cause of action for breach of warranty. In no event shall Dofasco be liable to Buyer for incidental or consequential damages, regardless of whether or not a claim for such damages arises out of a claim for breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise.

- (b) Dofasco shall not in any event be liable to Buyer or to any other party for the cost of labour expended by others on any defective Galvalume Product or for any special, indirect or consequential damages whatsoever, whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise.
- (c) Claims must be promptly reported in writing to Dofasco and Dofasco shall be given the opportunity to inspect the Galvalume Product claimed to be defective. Adequate identification of the Galvalume Product involved in the claim, including, but not limited to, the date of installation, Dofasco order number, coil number, invoice number and date of shipment must be established by Buyer (the "Particulars"). **For greater certainty it is the Buyers sole responsibility to provide the Particulars and this warranty shall be null and void and of no force and effect if the Buyer is unable to provide the Particulars.**
- (d) Buyer shall exercise diligence in inspection of sheets as received from Dofasco so as to mitigate repair or replacement. **No warranty shall apply to Galvalume Product which is used and contains coating defects discernable by reasonable inspection.**
- 6. Dofasco extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
- 7. Dofasco reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.

- 8. **THE FOREGOING EXPRESS WARRANTIES ARE IN SUBSTITUTION FOR AND EXCLUDE ALL OTHER LIABILITIES OF ANY KIND WHETHER ARISING UNDER STATUTE, IN TORT, BY IMPLICATION OF LAW OR OTHERWISE, INCLUDING, TO THE FULL EXTENT AS MAY BE ALLOWED BY LAW, LIABILITY FOR ANY OTHER REPRESENTATIONS RESPECTING THE GALVALUME PRODUCT, STATUTORY WARRANTIES OR IMPLIED WARRANTIES OR CONDITIONS AS TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. For greater certainty Dofasco makes no other representation or warranty of any kind in respect to Galvalume Product, whether used alone, in combination with some other Galvalume Product or otherwise, and hereby disclaims the implied warranties of merchantability and fitness for a particular purpose.**
- 9. This warranty is governed by the laws of the Province of Ontario, without regard to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Buyer expressly and irrevocably consents to the exclusive jurisdiction of the provincial and federal courts of Toronto, Ontario and waives the right to assert that any action in any such court is the improper venue or should be transferred to a more convenient forum.



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