

## 15-YEAR PAINT FINISH LIMITED WARRANTY

United Steel Building, extends this limited warranty to the Buyer listed in the signatory below and warrants that its exterior full coat, identified as Commodity (a.k.a. COM colors) colors for exterior building panels ("Goods"), when applied over prime quality Hot-Dipped G60 Galvanized coated steel, will perform as follows:

### COVERAGE

This warranty applies to Goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the continental United States, Canada and Mexico.

Although it is recognized and acknowledged by United Steel and the Buyer assigned this warranty that most coatings, including those aforementioned, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed. United Steel warrants that the Goods covered by this warranty will resist natural weathering only to the extent that they will conform to the performance standards listed below during a period of fifteen (15) years after shipment for film integrity and a period of fifteen (15) years after shipment for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15 degree parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude.

1. Will not peel, crack, check or flake to an extent that is apparent on ordinary outdoor visual observation by a reasonable person at a reasonable distance for the Goods; and
2. Vertical installations will not change color more than five (5) NBS (Hunter) units, and non-vertical installations will not change color more than seven (7) NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964; and
3. Vertical installations will not chalk more than a number eight (8) rating, and non-vertical installations will not chalk more than a number six (6) rating, when measured per ASTM D-4214, Method A.

### EXCEPTIONS

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including but not limited to:

- a. Goods which have suffered scratching or abrasion or impact by a hard object; have been abused, altered, modified, used in a manner not originally intended or stored contrary to United Steel instructions or in accordance with good industry practices; is damaged due to moisture entrapment in bundles/packages during transit or storage; is stored or installed in a way which allows standing water on the coating, or in any chemically aggressive environment containing fumes, ash, cement dust, wet cement or mortar, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man/ is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
- b. Goods which suffer from cut edge exposure; edge creep; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
- c. Goods installed within 1000 meters of a salt water or other marine environment.
- d. Goods which have suffered discoloration from the rusting of embedded or topical steel shavings which were not properly removed during the erection process; improper insulation installation allowing moisture to remain in contact with Goods; failure to promptly remove protective masking film.
- e. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.

This limited warranty applies only to the painted finish full coat and does not cover the wash coat on the reverse side, the base metal, or the metallic substrate.

### CLAIM PROCEDURE

Any Claim under this limited warranty shall be made to United Steel, in writing, within thirty (30) days after (a) discovery of suspected defective Goods or (b) the time a reasonable person should have discovered the defective Goods, whichever is sooner, or the Claim shall be waived. Additionally, any Claim shall include (a) a copy of this, property executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. United Steel shall be given a prompt and reasonable opportunity to inspect the installation and investigate the claim validity and, if necessary, coordinate a joint job site inspection with its supplier's representatives of the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to United Steel and United Steel's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

### REMEDY

Remedy shall be by either Goods replacement or Goods refinishing of the defective portion of the field installation only, in accordance with standard industry practice, F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by United Steel's supplier to United Steel, which United Steel is passing on to Buyer. Accordingly, any remedy is subject to Whirlwind's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with United Steel's supplier. In no event shall the Buyer be eligible to receive greater remedy from United Steel than the remedy United Steel receives from its supplier.

Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty.

#### ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERSEDES AND IS EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES REGARDING THE GOODS, WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

UNITED STEEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies set forth herein are exclusive.

Any portion of Goods replaced or refinished pursuant to this limited warranty shall be deemed to have been coated on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original factory finish.

Buyer shall exercise diligence in inspection of Goods as received from United Steel so as to mitigate repair or replacement. No warranty shall apply to Goods which are used and contain painted finish defects discernable by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer in writing. It shall not apply to painted finish metal used for a purpose other than exterior building panels and trim or to orders not designated in writing by the Buyer as limited warranty orders.

United Steel extends this limited warranty solely to the Buyer. This limited warranty is transferable and/or assignable exclusively to the original occupant/end user/owner of the building and is not transferable or assignable to any subsequent occupant. This limited warranty does not apply to any failure or defect that occurs after the sale or transfer of a building by the building's original owner.

BUYER: \_\_\_\_\_

ORIGINAL OCCUPANT/END USER

By: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Building Location – Exact Street Address: \_\_\_\_\_

United Steel Order: \_\_\_\_\_

Street: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

City: \_\_\_\_\_

Erection Complete Date: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

United Steel Building

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## 25-YEAR ACRYLIC-COATED GALVALUME FINISH LIMITED WARRANTY

United Steel Building, extends this limited warranty to the Buyer listed in the signatory below and warrants that its goods identified as acrylic-coated GALVALUME (aka GALVALUME PLUS, ACRYLUME, or ZINCALUME, among others), with a coating weight of AZ55, used for unpainted exterior building roofing and siding panels and trim ("Goods"), will perform as follows:

### COVERAGE

This warranty applies to Goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the continental United States, Canada and Mexico.

The terms of coverage for this limited warranty shall be for a period of twenty-five (25) years after Good shipment from United Steel.

Acrylic-coated GALVALUME, when exposed to normal atmospheric conditions, will not, as a result of corrosion, fail structurally, perforate or rupture within the terms of coverage, subject to the following exceptions and provisions:

### EXCEPTIONS

This limited warranty DOES NOT APPLY to Goods 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:

1. Areas subject to salt-water marine atmospheres or to repeated spraying of salt or fresh water, stored or installed in an environment that includes a high degree of humidity, and, dirt, or grease, whether naturally occurring or caused by man;
2. Goods installed within 1000 meters of a salt water or other marine environment;
3. Areas subject to fallout of, or exposure to, corrosive chemicals, ash fumes, cement dust, or contact with animals and/or animal waste or its decomposition products, wet cement or mortar, green or wet lumber, carbon black, salts or other chemicals, whether naturally occurring or caused by man;
4. Areas subject to water run-off from lead or copper flashings, or to areas in metallic contact with lead or copper or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations;
5. Circumstances where corrosive fumes or condensates are generated or released inside the building.

This limited warranty DOES NOT APPLY in the event of:

1. Goods which have suffered scratching or abrasion or impact by a hard object or improper scouring or cleaning procedures; have been abused, altered, modified, used in a manner not originally intended or stored contrary to United Steel instructions or in accordance with good industry practice; is damaged or stained due to moisture entrapment in bundles/packages during transit or storage; is stored or installed in a way which allows standing water on the coating, is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
2. Goods which suffer from severe crazing from radial bending (hems), cut edge exposure or edge creep.
3. Goods which have suffered discoloration or corrosion from the rusting of embedded or topical steel shavings which were not properly removed during the erection process; improper insulation installation allowing moisture to remain in contact with Goods; Goods in direct contact with the concrete foundation.
4. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.
5. Deterioration of the panels caused directly or indirectly by panel contact with fasteners. Selection and specification of suitable long-life fasteners to be used with Goods rests solely with the Buyer.
6. Non-vertical slopes of roof or sections on the roof flatter than ¼:12 or any other circumstances that cause improper drainage or the holding of water, including internal condensation, from overlaps and all other surfaces of the Goods.
7. Discoloration of the clear acrylic finish.

This limited warranty applies only to the GALVALUME metallic coating and does not cover the clear acrylic coating.

CLAIM PROCEDURE

Any Claim under this limited warranty shall be made to United Steel, in writing, within thirty (30) days after (a) discovery of suspected defective Goods or (b) the time a reasonable person should have discovered the defective Goods, whichever is sooner, or the Claim shall be waived. Additionally, any Claim shall include (a) a copy of this, property executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. United Steel shall be given a prompt and reasonable opportunity to inspect the installation and investigate the claim validity and, if necessary, coordinate a joint job site inspection with its supplier's representatives of the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to United Steel and United Steel's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

REMEDY

Remedy shall be by either Goods replacement or Goods refinishing of the defective portion of the field installation only, in accordance with standard industry practice, F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by United Steel's supplier to United Steel, which United Steel is passing on to Buyer. Accordingly, any remedy is subject to Whirlwind's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with United Steel's supplier. In no event shall the Buyer be eligible to receive greater remedy from United Steel than the remedy United Steel receives from its supplier.

Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty.

ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERSEDES AND IS EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES REGARDING THE GOODS, WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MECHANICALITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

UNITED STEEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies set forth herein are exclusive.

Any portion of Goods replaced or refinished pursuant to this limited warranty shall be deemed to have been coated on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original factory finish.

Buyer shall exercise diligence in inspection of Goods as received from United Steel so as to mitigate repair or replacement. No warranty shall apply to Goods which are used and contain painted finish defects discernable by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer in writing. It shall not apply to painted finish metal used for a purpose other than exterior building panels and trim or to orders not designated in writing by the Buyer as limited warranty orders.

United Steel extends this limited warranty solely to the Buyer. This limited warranty is transferable and/or assignable exclusively to the original occupant/end user/owner of the building and is not transferable or assignable to any subsequent occupant. This limited warranty does not apply to any failure or defect that occurs after the sale or transfer of a building by the building's original owner.

BUYER: \_\_\_\_\_

ORIGINAL OCCUPANT/END USER

By: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Building Location - Exact Street Address:

United Steel Order: \_\_\_\_\_

Street: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

City: \_\_\_\_\_

Erection Complete Date: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

United Steel Building

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## 30-YEAR PAINT FINISH LIMITED WARRANTY

United Steel Building, extends this limited warranty to the Buyer listed in the signatory below and warrants that its exterior full coat, identified as Siliconized Modified Polyester (a.k.a. SMP colors) or Straight Polyester (a.k.a. POL Colors) colors for exterior building panels ("Goods"), when applied over prime quality GALVALUME or Hot-Dipped G90 Galvanized coated steel, will perform as follows:

### COVERAGE

This warranty applies to Goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the continental United States, Canada and Mexico.

Although it is recognized and acknowledged by United Steel and the Buyer assigned this warranty that most coatings, including those aforementioned, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed. United Steel warrants that the Goods covered by this warranty will resist natural weathering only to the extent that they will conform to the performance standards listed below during a period of thirty (30) years after shipment for film integrity and a period of twenty five (25) years after shipment for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15 degree parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude.

1. Will not peel, crack, check or flake to an extent that is apparent on ordinary outdoor visual observation by a reasonable person at a reasonable distance for the Goods; and
2. Vertical installations will not change color more than five (5) NBS (Hunter) units, and non-vertical installations will not change color more than seven (7) NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964; and
3. Vertical installations will not chalk more than a number eight (8) rating, and non-vertical installations will not chalk more than a number six (6) rating, when measured per ASTM D-4214, Method A.

### EXCEPTIONS

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including but not limited to:

- a. Goods which have suffered scratching or abrasion or impact by a hard object; have been abused, altered, modified, used in a manner not originally intended or stored contrary to United Steel instructions or in accordance with good industry practices; is damaged due to moisture entrapment in bundles/packages during transit or storage; is stored or installed in a way which allows standing water on the coating, or in any chemically aggressive environment containing fumes, ash, cement dust, wet cement or mortar, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man/ is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
- b. Goods which suffer from cut edge exposure; edge creep; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
- c. Goods installed within 1000 meters of a salt water or other marine environment.
- d. Goods which have suffered discoloration from the rusting of embedded or topical steel shavings which were not properly removed during the erection process; improper insulation installation allowing moisture to remain in contact with Goods; failure to promptly remove protective masking film.
- e. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.

This limited warranty applies only to the painted finish full coat and does not cover the wash coat on the reverse side, the base metal, or the metallic substrate.

### CLAIM PROCEDURE

Any Claim under this limited warranty shall be made to United Steel, in writing, within thirty (30) days after (a) discovery of suspected defective Goods or (b) the time a reasonable person should have discovered the defective Goods, whichever is sooner, or the Claim shall be waived. Additionally, any Claim shall include (a) a copy of this, property executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. United Steel shall be given a prompt and reasonable opportunity to inspect the installation and investigate the claim validity and, if necessary, coordinate a joint job site inspection with its supplier's representatives of the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to United Steel and United Steel's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

### REMEDY

Remedy shall be by either Goods replacement or Goods refinishing of the defective portion of the field installation only, in accordance with standard industry practice, F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by United Steel's supplier to United Steel, which United Steel is passing on to Buyer. Accordingly, any remedy is subject to Whirlwind's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with United Steel's supplier. In no event shall the Buyer be eligible to receive greater remedy from United Steel than the remedy United Steel receives from its supplier.

Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty.

#### ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERSEDES AND IS EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES REGARDING THE GOODS, WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

UNITED STEEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies set forth herein are exclusive.

Any portion of Goods replaced or refinished pursuant to this limited warranty shall be deemed to have been coated on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original factory finish.

Buyer shall exercise diligence in inspection of Goods as received from United Steel so as to mitigate repair or replacement. No warranty shall apply to Goods which are used and contain painted finish defects discernable by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer in writing. It shall not apply to painted finish metal used for a purpose other than exterior building panels and trim or to orders not designated in writing by the Buyer as limited warranty orders.

United Steel extends this limited warranty solely to the Buyer. This limited warranty is transferable and/or assignable exclusively to the original occupant/end user/owner of the building and is not transferable or assignable to any subsequent occupant. This limited warranty does not apply to any failure or defect that occurs after the sale or transfer of a building by the building's original owner.

BUYER: \_\_\_\_\_

ORIGINAL OCCUPANT/END USER

By: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Building Location – Exact Street Address:

United Steel Order: \_\_\_\_\_

Street: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

City: \_\_\_\_\_

Erection Complete Date: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

United Steel Building

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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## 35-YEAR PAINT FINISH LIMITED WARRANTY

United Steel Building, extends this limited warranty to the Buyer listed in the signatory below and warrants that its exterior full coat, identified as KYNAR 500(a.k.a. KYN Colors) colors for exterior building panels ("Goods"), when applied over prime quality GALVALUME or Hot-Dipped G90 Galvanized coated steel, will perform as follows:

### COVERAGE

This warranty applies to Goods used on wood frame buildings and on architectural, commercial, pre-engineered or residential metal buildings, which are installed in the continental United States, Canada and Mexico.

Although it is recognized and acknowledged by United Steel and the Buyer assigned this warranty that most coatings, including those aforementioned, will fade and change in appearance to some degree over a period of time in outdoor installations, and that such changes may not be uniform between surfaces not equally exposed. United Steel warrants that the Goods covered by this warranty will resist natural weathering only to the extent that they will conform to the performance standards listed below during a period of thirty-five (35) years after shipment for film integrity and a period of thirty (30) years after shipment for both chalking and color change, provided that all conditions of this warranty are first met. Provisions (1) through (3) below apply to buildings installed north of the 15 degree parallel of latitude in the northern hemisphere. Only provision (1) applies to buildings installed south of this latitude.

1. Will not peel, crack, check or flake to an extent that is apparent on ordinary outdoor visual observation by a reasonable person at a reasonable distance for the Goods; and
2. Vertical installations will not change color more than five (5) NBS (Hunter) units, and non-vertical installations will not change color more than seven (7) NBS (Hunter) units following field installation. Color measurements are to be made per ASTM D-2244 and only on clean surfaces after removing surface deposits and chalk per ASTM D-3964; and
3. Vertical installations will not chalk more than a number eight (8) rating, and non-vertical installations will not chalk more than a number six (6) rating, when measured per ASTM D-4214, Method A.

### EXCEPTIONS

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including but not limited to:

- a. Goods which have suffered scratching or abrasion or impact by a hard object; have been abused, altered, modified, used in a manner not originally intended or stored contrary to United Steel instructions or in accordance with good industry practices; is damaged due to moisture entrapment in bundles/packages during transit or storage; is stored or installed in a way which allows standing water on the coating, or in any chemically aggressive environment containing fumes, ash, cement dust, wet cement or mortar, carbon black, salts or other chemicals, whether naturally occurring or caused by man; is stored or installed in an environment that includes a high degree of humidity, sand, dirt, or grease, whether naturally occurring or caused by man/ is stored or installed in a way which allows contact with animals and/or animal waste or its decomposition products; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored or installed in areas which are subject to fallout from copper, lead, nickel or silver mining or refining operations; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;
- b. Goods which suffer from cut edge exposure; edge creep; corrosion of the substrate; or the development of any other condition between the coating and the substrate which causes the coating to degrade or delaminate;
- c. Goods installed within 1000 meters of a salt water or other marine environment.
- d. Goods which have suffered discoloration from the rusting of embedded or topical steel shavings which were not properly removed during the erection process; improper insulation installation allowing moisture to remain in contact with Goods; failure to promptly remove protective masking film.
- e. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.

This limited warranty applies only to the painted finish full coat and does not cover the wash coat on the reverse side, the base metal, or the metallic substrate.

### CLAIM PROCEDURE

Any Claim under this limited warranty shall be made to United Steel, in writing, within thirty (30) days after (a) discovery of suspected defective Goods or (b) the time a reasonable person should have discovered the defective Goods, whichever is sooner, or the Claim shall be waived. Additionally, any Claim shall include (a) a copy of this, property executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. United Steel shall be given a prompt and reasonable opportunity to inspect the installation and investigate the claim validity and, if necessary, coordinate a joint job site inspection with its supplier's representatives of the Goods claimed to be defective. It is Buyer's responsibility to demonstrate, to United Steel and United Steel's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

### REMEDY

Remedy shall be by either Goods replacement or Goods refinishing of the defective portion of the field installation only, in accordance with standard industry practice, F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by United Steel's supplier to United Steel, which United Steel is passing on to Buyer. Accordingly, any remedy is subject to Whirlwind's supplier's decision to accept the Claim and the authorization and choice of remedy for any accepted Claim shall rest solely with United Steel's supplier. In no event shall the Buyer be eligible to receive greater remedy from United Steel than the remedy United Steel receives from its supplier.

Any unauthorized efforts by Buyer to remedy the alleged defective Goods shall void this warranty.

ADDITIONAL WARRANTY LIMITATIONS

THIS LIMITED WARRANTY SUPERSEDES AND IS EXPRESSLY PROVIDED IN PLACE OF ANY AND ALL OTHER WARRANTIES REGARDING THE GOODS, WHETHER EXPRESS, STATUTORY OR IMPLIED INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, BOTH OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY BUYER.

UNITED STEEL SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER. The remedies set forth herein are exclusive.

Any portion of Goods replaced or refinished pursuant to this limited warranty shall be deemed to have been coated on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original factory finish.

Buyer shall exercise diligence in inspection of Goods as received from United Steel so as to mitigate repair or replacement. No warranty shall apply to Goods which are used and contain painted finish defects discernable by reasonable inspection.

This limited warranty applies only when specifically requested by the Buyer in writing. It shall not apply to painted finish metal used for a purpose other than exterior building panels and trim or to orders not designated in writing by the Buyer as limited warranty orders.

United Steel extends this limited warranty solely to the Buyer. This limited warranty is transferable and/or assignable exclusively to the original occupant/end user/owner of the building and is not transferable or assignable to any subsequent occupant. This limited warranty does not apply to any failure or defect that occurs after the sale or transfer of a building by the building's original owner.

BUYER: \_\_\_\_\_

ORIGINAL OCCUPANT/END USER

By: \_\_\_\_\_

Name/Company: \_\_\_\_\_

Title: \_\_\_\_\_

Building Location – Exact Street Address:

United Steel Order: \_\_\_\_\_

Street: \_\_\_\_\_

Date Shipped: \_\_\_\_\_

City: \_\_\_\_\_

Erection Complete Date: \_\_\_\_\_

State/Zip: \_\_\_\_\_

Date Signed: \_\_\_\_\_

Phone: \_\_\_\_\_

United Steel Building

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

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