

**CMP**

**CONSTRUCTION METAL PRODUCTS, INC.  
GALVALUME SHEET FINISH WARRANTY**

**Manufacturer:** Construction Metal Products, Inc.

**Address:** 2204 West Front Street  
Statesville, NC 28677

**Telephone:** (704) 871-8704

**Installation Contractor:** \_\_\_\_\_

**Address:** \_\_\_\_\_  
\_\_\_\_\_

**Telephone:** \_\_\_\_\_

**Owner:** \_\_\_\_\_

**Building Location:** \_\_\_\_\_  
\_\_\_\_\_

**Area of metal roof:** **SAMPLE**

**Type of products approved and applied:** \_\_\_\_\_

## EXCLUSIVE WARRANTY

Construction Metal Products (CMP), Inc., Statesville, NC 28677 ("Seller") hereby provides this LIMITED WARRANTY. CMP, Inc., through Wheeling-Nisshin Inc., the manufacturer of the metal, warrants that, subject to the following provisions, Seller'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, WILL NOT rupture, fail structurally, or perforate within a period of 20 years and 6 months after shipment from the mill due to exposure to normal atmospheric conditions.

### EXCLUDED ATMOSPHERIC CONDITIONS

This limited warranty DOES NOT APPLY to sheet 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 runoff 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.

### OTHER EXCLUDED SITUATIONS

This limited 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.
- B. Sloes of the roof or sections of the roof flatter than 1/4:12.
- 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 on 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 roll forming, or scouring/cleaning procedures.
- H. Deterioration of the panels caused by 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 panel.
- J. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by panel contact with fasteners. Selection of suitable long-lasting fasteners to be used with GALVALUME sheet roofing and siding panels rests solely with the Buyer.

### EXCLUSIVE REMEDIES

Buyer's exclusive remedy and Seller's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming panels, or at Seller's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement panels for the non-conforming panels.

### LIMITATION OF DAMAGES

THE LIABILITY OF SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

### OTHER WARRANTIES, INCLUDING MERCHANTABILITY

THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS, AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NONCONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

### INSPECTION AND NOTICE OF CLAIM

Buyer shall exercise diligence in inspection of materials as received from Seller prior to utilization so as to mitigate expense involved repairing, repainting, or replacing nonconforming sheets.

Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after Buyer discovered the non-conforming sheet; Buyer must give Seller a reasonable opportunity to inspect the material.

### DUTIES OF BUYER IN PRESENTING CLAIMS

As a condition precedent to Seller's liability hereunder, Buyer must present with his claim such records so to

enable Seller to establish Seller's order number, Seller's coil number, date of shipment by Seller and the date of installation in the form of building panels for the claimed non-conforming sheet.  
Buyer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein.

**TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS**

UNLESS EXPRESSLY AGREED IN WRITING BY AND BETWEEN BUYER AND SELLER, THIS LIMITED WARRANTY IS EXTENDED TO BUYER AS THE ORIGINAL PURCHASER FROM SELLER AND IS NON-TRANSFERABLE AND NON-ASSIGNABLE. NO RIGHTS AGAINST SELLER SHALL BE CREATED BY ANY PURPORTED TRANSFER OR ASSIGNMENT, NOR SHALL ANY RIGHT AGAINST SELLER SURVIVE ANY TRANSFER OR ASSIGNMENT, BUYER OR ITS AGENTS OR REPRESENTATIVES SHALL NOT CLAIM, REPRESENT, OR IMPLY NOR PERMIT ITS CUSTOMERS, DISTRIBUTORS, APPLICATORS, OR CONTRACTORS TO CLAIM, REPRESENT, OR IMPLY THAT THIS LIMITED WARRANTY EXTENDS OR IS AVAILABLE TO PARTIES OTHER THAN BUYER, AND TO THE LIMIT OF ITS LEGAL RIGHT TO DO SO BUYER SHALL CAUSE ANY PARTY TO CEASE AND DESIST IN ANY SUCH MISREPRESENTATIONS. THIS CONDITION SHALL CONSTITUTE A MATERIAL TERM OF THIS LIMITED WARRANTY AND ITS VIOLATION BY BUYER SHALL EXCUSE SELLER FROM ITS OBLIGATIONS HEREUNDER.

**WAIVER OR MODIFICATIONS OF SELLER'S RIGHTS**

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify the limited warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty and is signed by the authorized representative of Seller.

**TERMINATION**

Seller reserves the right to terminate this limited warranty, except with respect to orders, which it has already accepted, upon the giving of written notice thereof.

**GOVERNING LAW**

The substantive law of the State of West Virginia shall exclusively govern the rights and duties of the parties under this agreement.

**ENTIRE AGREEMENT**

The provisions set forth herein are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

**EXECUTED AS OF THIS \_\_\_ DAY OF \_\_\_\_\_, 20\_\_.**

MANUFACTURER            Construction Metal Products, Inc.  
2204 West Front Street, Statesville, NC 28677

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

INSTALLATION CONTRACTOR

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

