



FINISH & MATERIAL WARRANTIES



www.vulcansteel.com
1-800-258-3369



500 Vulcan Parkway · Adel, Georgia 31620 · Phone (229) 896-7903 · Fax (229) 896-7974

BARE GALVALUME®/GALVALUME PLUS® LIMITED WARRANTY

Vulcan Steel Structures, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, and will perform in accordance to the following GALVALUME® Warranty:

Vulcan's hot dipped aluminum-zinc alloy coated GALVALUME® sheet steel sold for use as unpainted steel building roofing and siding panels, if erected in the continental United States, Alaska Or Canada, unless Manufacturer agrees otherwise in writing, WILL NOT rupture, fail structurally or perforate within a period of twenty (20) 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 subject to salt water 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 human 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 ¼":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 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, including setting wall panels directly on the concrete sheeting notch or base trim.
- J. This warranty does not apply in the event of deterioration of 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. Circumstances which Vulcan cannot control, including:
 1. Fire or other casualty or physical damage;
 2. Unusual harmful fumes or foreign substances in the atmosphere;
 3. Defects in the metal or in the fabrication;
 4. Mishandled products, e.g., any products which have been abused, altered, modified, used in a manner not originally intended or stored contrary to Vulcan Erection Manual instructions, including (a) damage to product occasioned by condensation attributable to improper packaging, handling, shipping, processing, and/or installation; (2) damage due to failure of the substrate.

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 the 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 have been nonconforming, rupturing, perforating, or structurally failing.
3. This warranty does not apply to perforated materials.
4. 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.)
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 nonconforming, 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 roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.
7. Buyer shall exercise diligence in inspection of sheet 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 the terms, without offset, deduction of 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 giving of written notice thereof.



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11. Panel repaired or sheet product finished under this warranty shall not extend the original 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 Georgia, (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 Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (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 Georgia 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 the Warranty. Each party warrants and represents that it has reviewed 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 coating 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 or obligation to the purchaser or any other party.
16. All notices given un or pursuant to the Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested, to:

Vulcan Steel Structures Inc.
 500 Vulcan Parkway
 Adel, GA 31620
 Attn: Claims Department

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED 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, OR 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 LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BY NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS 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. 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 MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER WALL AND/OR ROOF PANELS.

Galvalume® is a registered trademark of BIEC International Inc.

Project Name

Manufacturer's Job #

Authorized Representative

Date



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PRECOATED KYNAR® LIMITED WARRANTY

Vulcan Steel Structures, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following KYNAR® Warranty:

- A. **FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Brite Red, in which case thirty (30) years, and Copper Metallic and Silver Metallic, in which case twenty-five (25) years. Cracking is defined as breaks in the film coating as opposed to breaks in the film caused by metal forming, to an extent that it is apparent on ordinary outdoor visual observation, which is not warranted hereunder. *Failure due to substrate corrosion is not a covered Warranty Condition.*
- B. **CHALK AND FADE:** The paint film WILL NOT:
 - a. For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical or non-vertical panel applications, when measured in accordance with the standard procedures as defined by the "Standard Method of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except Brite Red, Copper Metallic and Silver Metallic, in which case for a period of twenty-five (25) years, chalk in excess of a numerical rating of 6, or
 - b. For a period of thirty (30) years, fade or change color in excess of five (5) color difference units, for vertical or non-vertical panel applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original unexposed painted surfaces, except; Brite Red, in which case for a period of twenty-five years (25), fade or change in color in excess of 10 and Copper Metallic and Silver Metallic, in which case the warranty for fade does not apply. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and Manufacturer does not warrant that color changes will be uniform.

TERMS AND CONDITIONS

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV-(7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radi is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by the panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extend life panels rests solely with the Purchaser.
5. The improper use of roof seaming equipment supplied either by the Manufacturer, or a Seamer Provider authorized (Authorized Seamer Provider) by the Manufacturer, may result in this and all warranties being void. The use of roof seaming equipment which is supplied by a Seamer Provider which is not authorized in advance, in writing, by the Manufacturer, will void this warranty.
6. This warranty will not extend to cover:
 - a. Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
 - b. Water damage to any materials after they leave possession of the Manufacturer.
 - c. Damage to the pre-painted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
 - d. Damage to the coated Metal as a result of standing water in non-vertical applications.
 - e. Damage to the pre-painted metal caused by cascading water.
 - f. Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
 - g. Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
 - h. This warranty does not apply to products, materials, accessories, parts, or attachments which are not provided by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or the reverse side finish nor does it extend to pre-painted materials
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses incurred with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with Manufacturer's Standard Color paint system. In no event however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.
12. Manufacturer reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.
13. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty.



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PRECOATED KYNAR® LIMITED WARRANTY

14. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. 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 nonconforming. 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. All notices given under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to: Vulcan Steel Structures Inc., 500 Vulcan Parkway, Adel, GA 31620, Attn: Claims Department.
15. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of the Manufacturer.
16. 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 the terms, without offset, deduction of credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
17. 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.
18. 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 Georgia, (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 Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented., (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 Georgia 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 the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
19. **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.**
20. 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 or obligation to the purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED 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, OR 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 LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BY NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS 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. 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 MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER WALL AND/OR ROOF PANELS.

Project Name

Manufacturer's Job #

Colors

Authorized Representative

Date



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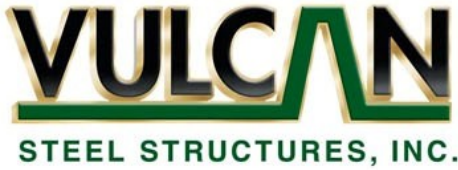
PRECOATED STANDARD COLOR LIMITED WARRANTY

Vulcan Steel Structures, Inc. (hereinafter referred to as "Manufacturer") warrants the panels, effective from the date of shipment, will perform in accordance to the following Standard Color Warranty:

- A. **FILM INTEGRITY:** The paint film WILL NOT crack, check, or peel for a period of forty (40) years for Wall and Roof panels, except Crimson Red, in which case thirty (30) years, and Polar White, Regal White or Vintage White, in which case twenty-five (25) years. Cracking is defined as breaks in the flat coating as opposed to breaks in the film caused by metal forming, to an extent that it is apparent on ordinary outdoor visual observation, which is not warranted hereunder. *Failure due to substrate corrosion is not a covered Warranty Condition.*
- B. **CHALK AND FADE:** The paint film WILL NOT:
 - a. For a period of thirty (30) years, chalk in excess of a numerical rating of 8 for vertical panel applications or 6 for non-vertical panel applications, when measured in accordance with the standard procedures as defined by the "Standard Method of Evaluating Degree of Chalking of Exterior Paints", ASTM D4214, except Crimson Red, in which case for a period of twenty-five (25) years, a numerical rating of 7 for vertical applications or 5 for non-vertical panel applications and Polar White, Regal White or Vintage White, in which case the warranty for chalk does not apply, or
 - b. For a period of thirty (30) years, fade or change color in excess of five (5) color difference units for vertical panel applications or 7 color difference units for non-vertical applications, measured in accordance with ASTM D2244 on the exposed painted surfaces which have been cleaned of external deposits and chalk and the corresponding values measured on the original unexposed painted surfaces, except, Crimson Red, in which case for a period of twenty-five years (25), fade or change in color in excess of 7 color difference units for vertical panel applications or 10 color difference units for non-vertical applications. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements and Manufacturer does not warrant that color changes will be uniform.

TERMS AND CONDITIONS

1. This warranty covers the material exposed to normal atmospheric conditions (which term excludes exposure to saltwater/marine atmospheres or corrosive or aggressive atmospheres such as, but not limited to, those contaminated with chemical fumes) in the continental United States, Alaska or Canada, unless Manufacturer agrees otherwise in writing. This warranty shall not apply where material failure is the result of fire, other accident or casualty, vandalism, salt spray, atomic radiation, harmful fumes or foreign substances in the atmosphere, acts of God, or other such occurrences beyond Manufacturer's control.
2. This warranty will not extend to or cover damages to the material due to improper packaging, shipping or processing as specified in the National Coil Coaters Association Technical Bulletin No. IV-(7), improper handling (whether pre-erection or during erection), improper storage, improper erection, or improper installation (which includes failure to permit drainage of standing water.)
3. Microscopic crazing of the film on formed radi is considered normal and is not to be construed as film cracking.
4. This warranty does not apply in the event of deterioration to the panels caused directly or indirectly by the panel contact with inferior fasteners. Selection of suitable long-lasting fasteners to be used with Manufacturer's extend life panels rests solely with the Purchaser.
5. The improper use of roof seaming equipment supplied either by the Manufacturer, or a Seamer Provider authorized (Authorized Seamer Provider) by the Manufacturer, may result in this and all warranties being void. The use of roof seaming equipment which is supplied by a Seamer Provider which is not authorized in advance, in writing, by the Manufacturer, will void this warranty.
6. This warranty will not extend to cover:
 - a. Damage to the coating occasioned by moisture or other contamination detrimental to the coating because of improper storage of the coated Metal prior to installation.
 - b. Water damage to any materials after they leave possession of the Manufacturer.
 - c. Damage to the pre-painted metal caused by shipping, handling, and/or installation, storing, erecting and/or handling of the panels on the job site and/or any act or acts of negligence of the customer or any third party after the panels leave the possession of the Manufacturer.
 - d. Damage to the coated Metal as a result of standing water in non-vertical applications.
 - e. Damage to the pre-painted metal caused by cascading water.
 - f. Damage to the coated Metal caused by contact with, or water run-off from, lead, copper, graphite or other dissimilar material. This includes, but is not limited to, A/C condensation and treated wood.
 - g. Damage to the coated Metal caused by contact with corrosive substances, or allowing panel cut edges to be in continual contact with water, damp insulation, soil or vegetation i.e. setting wall panels directly on the concrete sheeting notch or base trim.
 - h. This warranty does not apply to products, materials, accessories, parts, or attachments which are not provided by the Manufacturer. In addition, all items not specifically listed as included are hereby excluded from this warranty.
7. Customer shall exercise diligence in inspection of materials as received from Manufacturer prior to use so as to mitigate expense involved to Manufacturer under this warranty.
8. This warranty does not apply to the interior or the reverse side finish nor does it extend to pre-painted materials
9. This warranty does not apply to perforated material.
10. This warranty applies only to the paint film on the material and does not cover in any way any other aspect of the material.
11. If the panel finish fails to perform as indicated under the terms of Performance outlined above, Manufacturer shall have no liability with respect thereto except, at its sole option to repaint, replace, or restore the failed material, which shall be the purchaser's sole and exclusive remedy. When Manufacturer chooses to replace the defective coated Metal, its sole obligation is for the replacement of the material only. Manufacturer shall not be liable for any expenses incurred with labor for the replacement of the defective material or any consequential damages. Repainting shall not necessarily be with Manufacturer's Standard Color paint system. In no event however, shall Manufacturer's responsibility extend to any consequential damages, or for any special, indirect, or consequential loss of profits or any other incidental, general, special, or compensatory damages to anyone because such panels may have been nonconforming. In all cases Manufacturer reserves the right to approve and negotiate the contract for such repainting or restoring. The warranty on any repainted, replaced or restored coated material supplied hereunder shall be for the unexpired portion of the warranty period applicable to the original coated material.
12. Manufacturer reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice thereof.
13. The improper use of roof seaming equipment supplied by either the Manufacturer or the Manufacturer's Authorized Seamer Provider, may result in this and all warranties being void and the engineering data for the roof system being invalid. The use of roof seaming equipment which is not supplied by the Manufacturer or the Manufacturer's Authorized Seamer Provider, will void this warranty



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PRECOATED STANDARD COLOR LIMITED WARRANTY

14. Claims must be reported in writing to Manufacturer within thirty (30) days after discovery of nonconformance. 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 nonconforming. 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. All notices give under or pursuant to this Agreement shall be in writing and sent by registered mail, postage prepaid, return receipt requested to: Vulcan Steel Structures Inc., 500 Vulcan Parkway, Adel, GA 31620, Attn: Claims Department.
15. No terms or conditions other than those stated herein and no agreement or understanding, oral or written in any way purporting to modify this warranty shall be binding on Manufacturer unless made in writing and signed by the President of the Manufacturer.
16. 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 the terms, without offset, deduction of credit and all installation deficiencies listed in any Manufacturer inspection report have been corrected and all Manufacturer procedures have been followed.
17. 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.
18. 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 Georgia, (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 Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented, (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 Georgia 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 the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.
19. **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.
20. 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 or obligation to the purchaser or any other party.

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED 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, OR 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 LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING BY NOT LIMITED TO PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS 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. 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 MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER WALL AND/OR ROOF PANELS.

Project Name

Manufacturer's Job #

Colors

Authorized Representative

Date



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MATERIAL AND WORKMANSHIP WARRANTY

Products fabricated by Vulcan Steel Structures, Inc. are warranted only against failure due to defective material or faulty workmanship for a period of one (1) year from effective date, and Vulcan Steel Structures, Inc.'s liability shall be limited to repairing such products and/or furnishings including necessary replacement materials F.O.B. job site. The above warranty does not cover products, accessories, parts or attachments, which are not manufactured by Vulcan Steel Structures, Inc., except to the extent of the warranty given Vulcan Steel Structures, Inc., by the actual manufacturer. This warranty does not cover any item that has in any way been altered from its original form. Vulcan Steel Structures, Inc. makes no other warranties, express or implied, as to merchantability, fitness or otherwise. Vulcan Steel Structures, Inc.'s liability is restricted to breach of the express warranties stated above

DISCLAIMER-EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESSED OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, LOSS TO THE BUILDING, ITS CONTENTS OR OTHER MATERIALS, SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES OF ANY TYPE, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COST OF RENTING REPLACEMENTS AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, 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 MATERIAL OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION OF THE WARRANTED PRODUCTS.

FORCE MAJEURE. UNDER NO CIRCUMSTANCES SHALL MANUFACTURER BE LIABLE IN ANY WAY TO THE BUILDING OWNER OF 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.

CONSENT TO JURISDICTION AND VENUE

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 Georgia, (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 Adel, Cook County, Georgia, (iii) this warranty is capable of being performed in Cook County, Georgia, (iv) it irrevocably and without exception, submits itself to the personal jurisdiction of the State of Georgia, and to the venue of the Superior Court of Cook County Georgia, or the Federal Court for the Middle District of Georgia should Vulcan determine a Federal question is presented, (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 Georgia 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 the Warranty. Each party warrants and represents that it has reviewed with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

JOB NUMBER:

EFFECTIVE DATE:

DATE ISSUED:

CUSTOMER:

END USER:

BUILDING ADDRESS:

SIGNED: _____

DATE: _____

TITLE:

Executive Vice President
VULCAN STEEL STRUCTURES, INC.