



25-YEAR ACRYLIC-COATED GALVALUME® FINISH LIMITED WARRANTY

Whirlwind Steel Buildings, Inc. a/k/a Whirlwind Building Systems, Whirlwind Building Components, Whirlwind Technical Sales Department, ("Whirlwind"), extends this limited warranty to the Buyer listed in the signatory below and warrants that its goods identified as acrylic-coated GALVALUME® (a.k.a. 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 term of coverage for this limited warranty shall be for a period of twenty-five (25) years after Goods shipment from Whirlwind.

Acrylic-coated GALVALUME®, when exposed to normal atmospheric conditions, will not, as a result of corrosion, fail structurally, perforate or rupture within the term 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, sand, 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:

Goods which have been scratched or abraded or impacted by a hard object or improper scouring or cleaning procedures; abused, altered, modified; used in a manner not originally intended; stored contrary to Whirlwind instructions or good industry practice; damaged or stained due to moisture entrapment in bundles/packages during transit or storage; stored or installed in a way which allows standing water on the coating, is stored or installed in a way which allows; is stored or installed in an area, or in such a way, that damage can occur due to poor air circulation; is stored; has suffered any damage caused by acts of God, radiation, falling objects, explosion, fire, riots, civil commotions, acts of war or other external forces;

1. Goods which suffer from severe crazing from radial bending (hems), cut edge exposure or edge creep.
2. 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.
3. Goods which have been damaged by outside sources, improper installation, improper storage or handling, misuse or abuse, or lack of proper maintenance.
4. 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.
5. 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.
6. 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 Whirlwind, in writing, within thirty (30) days after (a) discovery of the 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, properly executed, warranty, and (b) a video and/or photographs of the claimed defective Goods. Whirlwind 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 Whirlwind and Whirlwind's supplier's satisfaction, that any claimed defect was due to a breach of this limited warranty.

REMEDY

Remedy shall be by Goods replacement F.O.B. Buyer's job site. Buyer acknowledges that this limited warranty is derived from the limited warranty issued by Whirlwind's supplier to Whirlwind, which Whirlwind 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 Whirlwind's supplier. **In no event shall the Buyer be eligible to receive greater remedy from Whirlwind than the remedy Whirlwind 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.

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

Any portion of Goods replaced under this limited warranty shall be deemed to have been supplied on the date of the original installation and the duration of this warranty shall not be extended beyond that of the original Goods shipment.

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

This limited warranty applies only when specifically requested by the Buyer, in writing, within 60 days of shipment after full payment has been received by Whirlwind. It shall not apply to acrylic-coated GALVALUME® finish metal used for a purpose other than exterior building panels or to orders not designated in writing by the Buyer as limited warranty orders.

Whirlwind 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: _____

By: _____

Title: _____

Whirlwind Sales Order: _____

Date Shipped: _____

Erection Complete Date: _____

Date Signed: _____

Whirlwind Steel Buildings, Inc.

By: _____

Name: _____

Title: _____

Date: _____

ORIGINAL OCCUPANT / END USER

Name /Company: _____

Building Location - Exact Street Address:

Street: _____

City: _____

State / Zip: _____

Phone: _____

THIS LIMITED WARRANTY IS NOT IN FORCE UNTIL RECEIPT OF THE FULLY-EXECUTED COPY HAS BEEN ACKNOWLEDGED BY WHIRLWIND.