

# *Warranty*

Westman continues to refine and improve based on changes to the industry. Westman and its affiliated companies and suppliers, reserves the right to change details, specifications, designs or products at any time. Please contact Westman or local representative for the latest information available.



Westman Steel Industries warrants that, within Canada and the United States, under normal atmospheric conditions (which excludes any other corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) the paint film of the Pre-painted Galvanized & Galvalume Steel Roofing and Siding Panels shall not within a period of forty (40) years after the date of delivery, crack, blister or peel.

Chalk resistance: During the first thirty (30) years after the date of delivery, the degree of chalking, in vertical applications, shall not exceed #8 (measured in accordance with the standard procedures specified in ASTM D659) and in non-vertical applications shall not exceed #6 (measured in accordance with the standard procedures specified in ASTM D659) and the colour change in vertical applications shall not exceed 5 colour units, and in non-vertical applications, the colour change shall not exceed 7 colour units. The colour units can only be measured by a colorimeter designed to produce reflectance readings in the Tristimulus Filter System of X, Y and Z, based on the CIE values of illuminant C (ASTM 2244; Hunter Lab Units).

### TERMS AND CONDITIONS

This Warranty is subject to the following terms and conditions:

1. The steel roofing and siding panels which fall under this Warranty are defined as Pre-painted Galvanized and Galvalume steel roofing and siding panels, manufactured by Westman Steel, and erected in Canada or the United States of America, including Alaska.
2. This warranty applies to non-vertical panels only when they are erected in such a manner that they have an adequate degree of pitch from the horizontal so as not to allow free standing or accumulation of water.
3. Damage to the panels caused directly or indirectly by panel contact with fasteners is not covered by this warranty. The responsibility for selection of suitable long-lasting fasteners rest solely with the Buyer.
4. Steel shavings or minute particles from sawing sparks that come into contact with the pre-painted finish is not covered by this warranty.
5. Minor hairline cracking of the pre-painted finish surface of the steel roofing and siding panels is not covered by this warranty.
6. Minor colour variances between separate orders are not covered by warranty.
7. Damage to the panels resulting from edge corrosion or failure of the metal substrate is not covered by this warranty.
8. Defects or damage to the pre-painted finish of the steel roofing and side panels, after delivery by Westman Steel Industries, resulting from handling, shipping, transit, processing, improper storage or installation, or prolonged moisture contact or contact with corrosives and/or similar materials are not covered by this warranty.
9. Damage resulting from "abnormal atmospheric conditions" is not covered by this warranty. The term "abnormal atmospheric conditions" includes but is not limited to hail, exposure to salt, high pressure water spray, corrosive or harmful chemicals (whether solids, liquids or gases), animal excrement or airborne contaminants.
10. This warranty does not apply to damage caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, and acts of war, excessive radiations, or other such similar or dissimilar occurrences beyond Westman Steel Industries control.

11. The steel roofing and siding panels pre-painted finish is not warranted under non-uniform conditions of exposure or use.
12. The buyer shall inspect material received from the seller prior to installation so as to mitigate expenses involved in repairing, repainting or replacing defective panels.
13. Claims under this Warranty must be made in writing to Westman Steel Industries at the address set forth below within 30 days after discovery of the defect. Westman Steel Industries shall then have a reasonable opportunity to inspect the steel roofing and siding panels before any further action shall be taken.
14. To be effective, the buyer shall include in all claims under this warranty adequate identification of materials involved in the claim, including original invoice.
15. If it is determined by Westman Steel Industries, upon inspection, that a claim for defective steel roofing and siding panels is valid, liability for breach of this Warranty and the sole remedy of the buyer shall be limited exclusively to the cost of either repairing, or replacing, nonconforming panels or sheets.
16. WESTMAN STEEL INDUSTRIES, ITS OFFICERS, DIRECTORS, SERVANTS AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGE, EXPENSES WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, CAUSED BY, OR RESULTING FROM, THE USE OF DEFECTIVE OR NON-CONFORMING STEEL PANELS AND SHEETS OR FOR ANY OTHER INCIDENTAL OR INCONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY FOR WESTMAN STEEL, ITS OFFICERS, DIRECTORS, SERVANTS AND AGENTS IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE STEEL PANELS OR SHEETS. Without limiting the generality of the foregoing, the Warranty pertains to product only, and the seller shall not be liable for damages for or relating to labour or loss of use of structure or damage to contents of structure.
17. The express Warranty stated herein is the exclusive Warranty with application to the Pre-painted finish on steel roofing and siding panels. WESTMAN STEEL INDUSTRIES MAKES NO GUARANTEES EITHER EXPRESSED OR IMPLIED OF ANY NATURE WHATSOEVER AND EXCLUDES ALL OTHER WARRANTIES AND LIABILITIES WHATSOEVER WHETHER ARISING UNDER STATUTE, IN TORT, BY IMPLICATION OF LAW OR OTHERWISE BEYOND THE FACE HEREOF TO THE FULL EXTENT AS MAY BE ALLOWED BY LAW AND WITHOUT LIMITATION ALL WARRANTIES AS TO FITNESS AND OR MERCHANTABILITY ARE RESTRICTED TO THE EXPRESS TERMS HEREOF. THE WARRANTY PROVIDED HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE PRE-PAINTED FINISH ON STEEL ROOFING AND SIDING PANELS WHATSOEVER. For greater certainty Westman Steel makes no other representation or warranty of any kind in respect of the pre-painted finish on steel roofing and siding panels, whether used alone, in combination with some other product or otherwise, and hereby disclaims any implied or further warranty in respect thereof. Moreover, additional liabilities upon the rights and remedies of the seller contained in such documents as purchase order or order acknowledgements which may subsequently be exchanged between parties shall have no force upon this guarantee. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.
18. Westman Steel Industries extends this Warranty solely to the Buyer. This warranty is non-transferable and non-assignable. This Warranty shall constitute Westman Steel Industries sole obligation and liability and the buyer's sole remedy for breach of warranty. No other warranty has been made by any employee, agent or representative of Westman Steel Industries and any statements contained in any other printed material of Westman is expressly excluded herefrom.

19. Westman Steel Industries shall not be responsible for any warranty offered by the buyer to any of its customers with respect to the subject matter hereof and the buyer shall indemnify Westman Steel Industries with respect to same if any of those customers make a claim against Westman relating to any such warranty.
20. Westman Steel Industries reserves the right to terminate or modify this Warranty except with respect to order which it has already accepted upon the giving of written notice thereof.

This Extended Warranty shall apply to and be read in conjunction with and form a part of the Behlen LP/Westman Steel Industries Terms and Conditions of Sale ("Terms and Conditions"), and the Terms and Conditions shall apply to and be read in conjunction with and form a part of this Extended Warranty, excepting only the "Warranty and Limitation of Liability" section of the Terms and Conditions with respect to the subject matter hereof which shall be subject to the warranties set forth in this Extended Warranty.

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Westman Steel Industries warrants that, if erected within Canada and the United States, under normal atmospheric conditions (which excludes any other corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray) that the hot dipped 55% Aluminum-Zinc Alloy AZM150 (AZ50) coated steel sheet, with Anti-Fingerprint treatment sold for use as an unpainted steel roofing and siding panel in the construction industry, WILL NOT rupture, fail structurally, or perforate within a period of forty years and 6 months after shipment from mill.

### TERMS AND CONDITIONS

**This Warranty is subject to the following terms and conditions:**

1. This Warranty does NOT apply if sheeting is exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to the following:
  - a. Areas subject to saltwater marine atmospheres or repeated spraying of either salt or fresh water.
  - b. Areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, or animal waste.
  - c. Areas subject to water run-off from lead or copper flashings or areas in metallic contact with lead or copper.
  - d. Areas sheltered from periodic washing by natural rainfall such as the underside of eaves and soffits.
  - e. Conditions and circumstances where corrosive fumes or condensation are generated or released inside a building
  - f. Within 1 kilometre of the coastline
  
2. **This Warranty does NOT apply in the event of the following:**
  - a. The slope of the roof, or sections of the roof, are flatter than ¼:12 pitch.
  - b. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during erection.
  - c. Forming involving severe reverse bending or which subjects to alternate compression and tension.
  - d. Failure to remove debris from overlaps and all other surfaces.
  - e. Failure to provide free drainage of water, including internal condensation from overlaps and all other surfaces.
  - f. Damage to the metallic coating caused by scouring, or by improper forming, or cleaning procedures.
  - g. Deterioration of sheets or panels caused by contact with green or wet lumber.
  - h. Wet storage stain caused by water damage or form condensation.
  - i. Presence of damp insulation, or other corrosive materials, in contact with, or in close proximity to sheets or panels.
  - j. Deterioration of sheets and panels caused directly or indirectly by contact with fasteners. The selection of suitable long-lasting fasteners to use with Galvalume panels or sheets rests solely with the buyer.

**3. This Warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:**

- a. Claims under this Warranty must be made in writing to Westman Steel Industries at the address set forth below within 30 days after discovery of the defect. Westman Steel Industries shall then have a reasonable opportunity to inspect the steel roofing and siding panels before any further action shall be taken.
- b. To be effective, the buyer shall include in all claims under this warranty adequate identification of materials involved in the claim, including original invoice.
- c. If it is determined by Westman Steel Industries, upon inspection, that a claim for defective steel roofing and siding panels is valid, liability for breach of this Warranty and the sole remedy of the buyer shall be limited exclusively to the cost of either repairing, or replacing, nonconforming panels or sheets.
- d. WESTMAN STEEL INDUSTRIES, ITS OFFICERS, DIRECTORS, SERVANTS AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGE, EXPENSES WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM, THE USE OF DEFECTIVE OR NON-CONFORMING STEEL PANELS AND SHEETS OR FOR ANY OTHER INCIDENTAL OR INCONSEQUENTIAL DAMAGES, AND THE TOTAL LIABILITY FOR WESTMAN STEEL, ITS OFFICERS, DIRECTORS, SERVANTS AND AGENTS IS EXPRESSLY LIMITED TO THE PURCHASE PRICE OF THE STEEL PANELS OR SHEETS. Without limiting the generality of the foregoing, the Warranty pertains to product only, and the seller shall not be liable for damages for or relating to labour or loss of use of structure or damage to contents of structure.
- e. The express Warranty stated herein is the exclusive Warranty with application to the Galvalume finish on steel roofing and siding panels. WESTMAN STEEL INDUSTRIES MAKES NO GUARANTEES EITHER EXPRESSED OR IMPLIED OF ANY NATURE WHATSOEVER AND EXCLUDES ALL OTHER WARRANTIES AND LIABILITIES WHATSOEVER WHETHER ARISING UNDER STATUTE, IN TORT, BY IMPLICATION OF LAW OR OTHERWISE BEYOND THE FACE HEREOF TO THE FULL EXTENT AS MAY BE ALLOWED BY LAW AND WITHOUT LIMITATION ALL WARRANTIES AS TO FITNESS AND OR MERCHANTABILITY ARE RESTRICTED TO THE EXPRESS TERMS HEREOF. THE WARRANTY PROVIDED HEREIN IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS PERTAINING TO THE GALVALUME FINISH ON STEEL ROOFING AND SIDING PANELS WHATSOEVER. For greater certainty Westman Steel makes no other representation or warranty of any kind in respect of any Galvalume Product, whether used alone, in combination with some other Galvalume Product or otherwise, and hereby disclaims any implied or further warranty in respect thereof. Moreover, additional liabilities upon the rights and remedies of the seller contained in such documents as purchase order or order acknowledgements which may subsequently be exchanged between parties shall have no force upon this guarantee. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.
- f. Westman Steel Industries extends this Warranty solely to the Buyer. This warranty is non-transferable and non-assignable. This Warranty shall constitute Westman Steel Industries sole obligation and liability and the buyer's sole remedy for breach of warranty. No other warranty has been made by any employee, agent or representative of Westman Steel Industries and any statements contained in any other printed material of Westman is expressly excluded herefrom.

- g. Westman Steel Industries shall not be responsible for any warranty offered by the buyer to any of its customers with respect to the subject matter hereof and the buyer shall indemnify Westman Steel Industries with respect to same if any of those customers make a claim against Westman relating to any such warranty.
- h. Westman Steel Industries reserves the right to terminate or modify this Warranty except with respect to order which it has already accepted upon the giving of written notice thereof.

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