

AZ50 / AZ55 Substrate and Paint Warranty



Congratulations! Thank you for purchasing a Union Corrugating Company ("Union") metal roofing system. Union extends the following limited warranty to Buyer for the paint system and the substrate for its coils of metal fabricated into pre-painted metal building components and hot-dipped aluminum-zinc alloy-coated AZ50 and AZ55 Galvalume sheet steel products sold for use within the Continental United States and Canada, and exposed to normal atmospheric conditions (the "Products"). This limited warranty applies only to the Products and for the uses described herein.

SECTION A: Metal Substrate Warranty 20 years 6 months and 25 years 6 months (Continental United States only)

SECTION B: Paint Warranty 45 years, chalking and color change 30 years (Continental United States and Canada only)

SECTION A - TERMS AND CONDITIONS – METAL SUBSTRATE WARRANTY:

Union warrants in the Continental United States only that the metal substrate for the Products WILL NOT rupture, fail structurally, or perforate due to corrosion within a period of 20 years and 6 months after shipment from our mill on pre-painted AZ50 Galvalume substrate fabricated into metal building components. For a coating weight of AZ55 for bare Galvalume product, this period is extended to 25 years and 6 months.

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, animal waste or its decomposition by-products, carbon black, or fallout from copper, lead, nickel or silver mining or refining operations.
3. Areas subject to water run-off from lead or copper flashings or piping or areas in 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:

1. Bends less than 2T inside bend diameter for sheet thicknesses 0.030" and thinner, and less than 4T for sheet thicknesses greater than 0.030".
2. Roof or sections of the roof flatter than 1/4:12 slope.
3. Mechanical, chemical, or other damage sustained during shipment, storage, forming, fabrication, or during or after erection.
4. Forming which incorporates severe reverse bending or which subjects the metallic coating to alternate compression and tension.
5. Failure to provide free drainage of water, including, but not limited to, internal condensation, from overlaps and from all other surfaces of the sheets or panels.
6. Failure to remove debris from overlaps and from all other surface of the sheets or panels.
7. Damage caused to the metallic coating by improper forming (including, but not limited to, roll forming, press braking or embossing) or scouring or cleaning procedures.
8. Deterioration of the panels caused by contact with green or wet or pressure-treated lumber, or wet storage stain caused by water damage or condensation.
9. Presence of damp insulation, soil, vegetation or other corrosive materials in contact with or in close proximity to the sheets or panels.
10. Deterioration to the panels caused directly or indirectly by panel contact with fasteners or by overdriving the fasteners so as to damage the panel. Selection of suitable long-lasting fasteners to be used with Galvalume® and Galvalume Plus® panels rests solely with the Buyer. Fasteners are to be electrically insulated from the panel surface (e.g., with elastomeric grommets) to prevent dissimilar metal contact.

11. Failures caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.

This warranty shall be subject to the stipulations, limitations, and conditions hereinafter set forth:

1. This warranty is contingent on the proper maintenance of the building, which maintenance is to be provided by the building owner.
2. Union's liability for breach of this warranty and/or for the failure of material to conform, whether due to Union's negligent acts or omissions or otherwise, shall be limited exclusively to the cost of either repairing nonconforming panels, or at Union's sole option, of furnishing (FOB Union's plant) sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming panels.
3. Union will be responsible for replacement of material only. Union shall not in any event be liable for the cost of the labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone caused by nonconforming material.
4. This warranty also applies to the material repaired or used to replace the nonconforming material, but only for the unexpired portion of the warranty period applicable to the original material.
5. Buyer shall promptly inspect the material and use reasonable care to protect any rejected material until Union has time to conduct its own inspection and make or direct disposition.
6. In order for Union to honor any claim on material shipped, Buyer must promptly document the claim with identification of material, date of installation, Union's order number, coil number, invoice number and date of shipment and must give Union a reasonable opportunity to inspect the material claimed to be nonconforming.
7. Except to the extent provided under applicable law, (a) Union extends this warranty solely to the Buyer; and (b) this warranty is non-transferable and non-assignable.
8. Union reserves the right to terminate this warranty (as provided in this Section A) at any time (except as to orders already accepted) upon the giving of written notice thereof.

UNION MAKES NO GUARANTEES OR WARRANTIES WITH RESPECT TO THE SUBSTRATE FOR THE PRODUCTS, EITHER EXPRESSED OR IMPLIED, BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND MERCHANTABILITY, ARE HEREBY EXCLUDED; AND UNION SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO ANY OTHER GUARANTEES OR WARRANTIES.

SECTION B - TERMS AND CONDITIONS – PAINT WARRANTY

Union extends the following limited warranty to Buyer for the paint finish for the Products. It applies only to Products used for or affixed to wood frame buildings, and/or architectural, commercial, pre-engineered or residential buildings, which are installed in the Continental United States and Canada.

Although it is recognized by Union and Buyer that most coatings, including the warranted finish for the Products, 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, Union warrants that the goods covered by this warranty will resist natural weathering to the extent that they will conform to the performance standards listed below during a period of 45 years after coating for film integrity, and a period of 30 years after coating for both chalking and color change (fade), provided that all conditions of this warranty are first met.

1. Warranted finish will not peel, flake or otherwise lose adhesion ("Film Integrity") to an extent that is apparent on ordinary outdoor visual observation. NOTE: Slight crazing or cracking may occur on roll-formed edges or break bends at the time of forming, and is considered standard—such crazing or cracking shall not constitute a basis for complaint under this Limited Warranty. Further, failure due to substrate issues including, but not limited to corrosion is not covered by this Limited Warranty. Various metals may react differently under different atmospheric conditions.; and
2. Vertical installations of Warranted Finish will not change color more than 5 NBS (Hunter) units, and non-vertical installation will not change color more than 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 of Warranted Finish will not chalk more than a number 8 rating, and non-vertical installations will not chalk more than a number 6 rating, when measured per ASTM D-4214, Method A.
4. This limited warranty applies only to paint that is applied to first quality Galvalume™ or Galvanized Steel.
5. Union reserves the right to terminate this warranty (as provided in this Section B) at any time (except as to orders already accepted) upon the giving of written notice thereof.
6. **There is no set back requirement for salt water provided all provisions of the exceptions are met.**

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

1. Warranted Finish which has suffered scratching or abrasion or impact by a hard object; has been abused, altered, modified, used in a manner not originally intended or stored contrary to instructions of Union, or good industry practice; is damaged due to moisture entrapment during transit or storage; is stored or installed in a way which allows for standing water on the coating or in any chemically aggressive environment containing fumes, ash, cement dust, 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; failure to properly clean and remove organic debris including but not limited to tree leaves, tree limbs, pine needles, dirt, fungus, moss; significant differences in insulation below coated metal panel; where materials / items are permanently attached / adhered to the product; 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;
2. Warranted Finish which suffers from cut edge exposure; 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, including any failure or deficiency in the cleaning process or pretreatment;
3. Warranted Finish which is installed within 1000 meters of a salt water or other marine environment, except in cases where the building owner provides documentation of annual maintenance of the coated surfaces, (including an annual "sweet water" [fresh tap water] rinse, in accordance with AAMA610.1.1979), in which case warranty coverage for color change and chalk [Section C: Terms (2) and (3)] remains in effect. Written documentation records must be kept by the building owner according to AAMA610.1.1979 annual sweet water wash or the warranty becomes void.
4. Union products with a gray backer or which are identified as "#2" or as "seconds" on a Union invoice are not warranted. Items identified as having "no warranty" or "econo" in the description are not warranted.

UNION MAKES NO GUARANTEES OR WARRANTIES WITH RESPECT TO THE PAINT COATING FOR THE PRODUCTS, EITHER EXPRESSED OR IMPLIED, BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND ALL OTHER WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR PARTICULAR PURPOSE AND/OR MERCHANTABILITY, ARE HEREBY EXCLUDED; AND UNION SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO ANY OTHER GUARANTEES OR WARRANTIES.

SECTION C - REMEDY FOR CLAIMS – PAINT COATINGS:

Buyer's remedy for any breach of this limited warranty for the paint coating for the Products by Union is recovery of all or part of the cost of materials to replace or refinish, at Union's option, the defective portion of the field installation as set forth in the allocation schedule below. Buyer shall be liable to Union and any other third parties for all installation or other labor charges in connection with any replacement or refinishing. UNION SHALL NOT IN ANY EVENT BE LIABLE FOR ANY INSTALLATION, LABOR, OR OTHER COSTS. Refinishing shall be done in accordance with standard industry practice to provide a uniformed appearance with the remainder of the installation. After replacement or refinishing, the repaired area shall be deemed to have been installed as of the original installation date for purposes of the application of this warranty to the repaired area.

Buyer must provide Union with at least two competitive bids for replacement or refinishing of materials, whichever is elected by Union. Union may authorize Buyer to proceed under one of the bids and will pay Buyer its share of the approved bid price upon receipt of a full and final release of Union from any further liability for the failure under repair. Union also reserves the right to reject those bids and to call for the materials of any party to make repairs.

SECTION D - LIMITATIONS OF REMEDIES – PAINT COATINGS:

THE PARTIES AGREE THAT THE BUYER’S SOLE AND EXCLUSIVE REMEDY AGAINST UNION WITH RESPECT TO WARRANTY CLAIMS RELATING TO THE PAINT COATING FOR THE PRODUCTS SHALL BE FOR THE REPAIR OR REPLACEMENT OF THE DEFECTIVE PORTION OF THE WARRANTED FINISH AS PROVIDED IN SECTION D ABOVE. THE BUYER AGREES THAT NO OTHER REMEDY (INCLUDING, BUT NOT LIMITED TO, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSON OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS) SHALL BE AVAILABLE TO BUYER.

SECTION E - CLAIMS:

In the event of any claim under this limited warranty, Buyer must demonstrate to Union’s satisfaction that the failure was due to a breach of this limited warranty. Buyer has the responsibility to provide written notice containing particulars sufficient to identify the Buyer and all reasonably obtainable information with respect to the time, place and circumstance, including a video and/or photographs of the claimed defective coating for Union’s inspection. Such records shall at a minimum include the date of purchase, the place of purchase, and Union’s invoice. These items shall be given by the Buyer to Union within thirty (30) days of receiving notice of the claimed violation of this Limited Warranty. The Buyer will arrange for Union to have, during normal business hours, complete access to the Warranted Finish in question. The Buyer shall further provide access to Union to any information and personnel having knowledge of or information pertaining to the claimed violation of this Limited Warranty. It is a condition to any obligation of Union under this limited warranty that the Buyer shall have fully paid the agreed contract price for the products with Warranted Finish sold by Union to Buyer.

SECTION F - MERGER CLAUSE:

ANY AND ALL REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS BY UNION’S AGENTS THAT DIFFER IN ANY WAY FROM THE TERMS OF THIS WRITTEN LIMITED WARRANTY SHALL BE GIVEN NO FORCE OR EFFECT. ANY SUCH REPRESENTATIONS, PROMISES, WARRANTIES OR STATEMENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUYER AND ARE NOT PART OF THIS LIMITED WARRANTY OR OF THE CONTRACT FOR SALE OF THE GALVALUME™ OR GALVANIZED STEEL PANELS CONTAINING THE WARRANTED FINISH BETWEEN UNION AND BUYER. THIS LIMITED WARRANTY SHALL BE DEEMED TO BE A PART OF THE CONTRACT OF SALE BETWEEN UNION AND BUYER FOR THE GALVALUME™ OR GALVANIZED STEEL PANELS WITH THE WARRANTED FINISH SOLD BY UNION TO THE BUYER. THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN UNION AND THE BUYER WITH RESPECT TO THE WARRANTED FINISH IS EMBODIED IN THIS WRITING. THIS WRITING CONSTITUTES THE FINAL EXPRESSION OF THE PARTIES AGREEMENT AND IS A COMPLETE AND EXCLUSIVE STATEMENT OF THE TERMS OF THAT AGREEMENT.

SECTION G - WARRANTY NOT TRANSFERABLE:

This Limited Warranty is issued only to the original Buyer and is nontransferable and/or non-assignable. Should the Buyer become insolvent, bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practices, this warranty shall forthwith become null and void and have no legal effect.

SECTION H - NON WAIVER:

In any instance or series of instances, the determination of Union not to exercise any right hereunder or not to require compliance with any term or condition hereof, shall not constitute a waiver of Union’s rights to exercise all rights and to require compliance with all terms and conditions herein on all occasions prior and subsequent to such instance or instances, and no such determination or series of determinations by Union shall constitute an alteration or waiver of the rights and liabilities of Union and Buyer as otherwise set forth herein.

SECTION I - NORTH CAROLINA LAW:

This warranty (including Sections A and B) shall be interpreted and enforced in accordance with the laws of the State of North Carolina, without regard to principles regarding conflicts of law, the courts of which State shall have exclusive jurisdiction and venue over the enforcement of this warranty. There is excluded from this warranty the application of the United Nations Convention on Contracts for the International Sale of Goods. The rights and obligations of Union Corrugating Company and Buyer hereunder shall be governed by and construed in accordance with the laws of the State of North Carolina.