

# Galvalume®

## Prepainted Steel Products

ArcelorMittal Dofasco G.P. provides this warranty to:

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hereafter referred to as the “Buyer” ArcelorMittal Dofasco (“Dofasco”) warrants to the Buyer that Dofasco’s Galvalume Prepainted Steel Product when sold by Dofasco for approved Uses and will be free from Corrosion for a period after shipment from Dofasco’s mill defined in Table 1, subject to the following provisions including ArcelorMittal Dofasco G.P.’s Galvalume Prepainted Steel Products Warranty Terms and Conditions, dated July 1, 2024, which are incorporated by reference and included on Schedule A herein (“Terms and Conditions of Warranty”):

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The Buyer (Name/Title)

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Date




Table 1:

Coating weight designation Metric (Imperial) as per ASTM A792 / ASTM A792M			
Coating Finish Description on the Exposed Side	AZM150 (AZ50)	AZM165 (AZ55)	AZM180 (AZ60)
2-coat Silicon Modified Polyester (SMP) ordered as Perspectra Plus series™	50 years	55 years	60 years
2-coat Polyurethane ordered as Perspectra Metallics series™			
2-coat Poly Vinyl DiFluoride (PVDF) ordered as 10,000 series			
Metallic PVDF			
Wrinkle SMP			

**ArcelorMittal Dofasco**

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## Schedule A: ArcelorMittal Dofasco G.P.'s Galvalume Prepainted Steel Products Warranty Terms and Conditions, date July 1, 2024

### 1.0 Definitions

For the purposes of this warranty, the capitalized terms herein shall have the meanings attributed below:

**"Galvalume Prepainted Steel Product"** shall mean hot-dipped 55% Aluminum-Zinc Alloy Galvalume™ when painted by Dofasco or its subsidiaries using one of the paint systems listed in Table 1, and when the coil coating job is invoiced by Dofasco to the Buyer

**"Uses"** shall mean sold for use as exterior building roofing and exterior siding panels if fabricated and installed by the Buyer.

**"Corrosion"** shall mean perforation by oxidation of the external, exposed side of steel substrate, excluding at all times, cut-edges of steel, whether such cut-edges originated at manufacturing or result from after-sale processing.

### 2.0 Limitations on Warranty with Respect to Location, Weather and Atmospheric Conditions

This warranty **DOES NOT APPLY** to Galvalume Prepainted Steel Product 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:

- (a) areas subject to direct salt water, marine atmospheres or to constant spraying of either salt or fresh water, 1,500 feet (500 meters) or fewer feet from a salt-water environment;
- (b) areas subject to fallout or exposure to corrosive chemicals, fumes, ash, cement dust, animal waste or its decomposition by-products, and animal confinement;
- (c) areas subject to fallout from Nickel, Copper, or Lead refining, areas subject to water runoff from Lead or Copper flashings, or areas in metallic contact with lead or copper;
- (d) conditions or circumstances where corrosive fumes or condensates are generated or released inside the building on which the Pre-Painted Galvalume Product is installed;
- (e) areas subject to foreign substances, such as sand or dirt particles or other abrasive particles or substances;
- (f) circumstances where, due to roof or sidewall pitch, there is improper drainage or holding of water.
- (g) changes in the normal atmospheric conditions to which the sheet is exposed may invalidate the stated warranty, as determined solely by ArcelorMittal Dofasco.

### 3.0 Exclusion of Warranty

This warranty **DOES NOT APPLY** in the event of:

- (a) mechanical, chemical or other damage sustained during shipment, storage, forming, fabrication or during or after installation;
- (b) forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension;
- (c) failure to remove debris from overlaps and all other surfaces of the Pre-Painted Galvalume Product;
- (d) presence of corrosive materials in contact or within close proximity to the Pre-Painted Galvalume Product;

- (e) deterioration to the Pre-Painted Galvalume Product caused directly or indirectly by contact with fasteners. Selection of suitable long-lasting fasteners to be used with Pre-Painted Galvalume Product rests solely with the Buyer;
- (f) damage or failure from other causes including but not limited to acts of God, misuse or abuse, improper maintenance, accident, consumer negligence, design alteration, fire, ice, exposure to excessive heat or cold, water retention, improper assembly or installation;
- (g) bends less than 3T for sheet thickness 0.030" and thinner, and less than 4T for sheet thickness 0.031" and thicker, and less than 5T for Grade 80 "full hard";
- (h) any other use contrary to Dofasco's applicable Product Performance Specifications;
- (i) slopes of the roof or siding, or sections of these uses, flatter than 1/4: 12;
- (j) failure to provide free drainage of water, including internal condensation from overlaps and all other surfaces of the sheets or panels;
- (k) deterioration of the Pre-Painted Galvalume Product caused by the contact with green or wet lumber or wet storage caused by water damage or condensation
- (l) presence of damp insulation or other corrosive materials in contact with or close proximity to the Pre-Painted Galvalume Product;
- (m) any painting or coating of the Pre-Painted Galvalume Product which is not performed by an approved Dofasco coil coater;
- (n) damaged caused to the organic coating of the Pre-Painted Galvalume Product by improper roll forming, stamping, scouring or cleaning procedures by the Buyer or other third party;
- (o) deterioration of the Pre-Painted Galvalume Product associated with aggressive washing and/or cleaning operations (including mechanical or chemical damage);
- (p) overhangs or open buildings, such as canopies, where there is a risk of condensation on the inside part of the roof.
- (q) significant changes in the original atmospheric conditions affecting the Galvalume Product at the time of issuance of the Warranty.

### 4.0 Remedy in Event of Breach

In the event of breach of this warranty, Dofasco shall, in its sole discretion, have the option of: a. repairing defective Pre-Painted Galvalume Product; or b. furnishing FOB Buyer's plant sufficient steel product to enable the Buyer to fabricate replacement of Pre-Painted Galvalume Product for the defective Pre-Painted Galvalume Product.

### 5.0 Limitation of Liability

- (a) The remedy described in paragraph 4 above shall be Dofasco's sole liability and shall be the exclusive remedy available to the Buyer for any cause of action for breach of warranty. In no event shall Dofasco be liable to Buyer for incidental or consequential damages, regardless of whether or not a claim for such damages

arises out of a claim for breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise.

- (b) Dofasco shall not in any event be liable to Buyer or to any other party for the cost of labour expended by others on any defective Pre-Painted Galvalume Product or for any special, indirect or consequential damages whatsoever, whether arising from breach of contract, breach of warranty, tort, including negligence, strict liability or otherwise.
- (c) Claims must be promptly reported in writing to Dofasco and Dofasco shall be given the opportunity to inspect the Pre-Painted Galvalume Product claimed to be defective. Adequate identification of the Pre-Painted Galvalume Product involved in the claim, including, but not limited to, the date of installation, Dofasco order number, coil number, invoice number and date of shipment must be established by Buyer (the "Particulars").

**For greater certainty it is the Buyers sole responsibility to provide the Particulars and this warranty shall be null and void and of no force and effect if the Buyer is unable to provide the Particulars.** The "Particulars" shall include ArcelorMittal Dofasco order number, coil number, invoice number, date of shipment and date of installation.

- (d) Buyer shall exercise diligence in inspection of sheets as received from Dofasco so as to mitigate repair or replacement. **No warranty shall apply to Pre-Painted Galvalume Product which is used and contains coating defects discernable by reasonable inspection.**
- (e) Dofasco extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
- (f) Dofasco reserves the right to terminate this warranty at any time (except as to orders already accepted) upon giving of written notice there of.
- (g) **THE FOREGOING EXPRESS WARRANTIES ARE IN SUBSTITUTION FOR AND EXCLUDE ALL OTHER LIABILITIES OF ANY KIND WHETHER ARISING UNDER STATUTE, IN TORT, BY IMPLICATION OF LAW OR OTHERWISE, INCLUDING, TO THE FULL EXTENT AS MAY BE ALLOWED BY LAW, LIABILITY FOR ANY OTHER REPRESENTATIONS RESPECTING THE PRE-PAINTED GALVALUME PRODUCT, STATUTORY WARRANTIES OR IMPLIED WARRANTIES OR CONDITIONS AS TO THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

For greater certainty Dofasco makes no other representation or warranty of any kind in respect to Pre-Painted Galvalume Product, whether used alone, in combination with some other Pre-Painted Galvalume Product or otherwise, and hereby disclaims the implied warranties of merchantability and fitness for a particular purpose.

- (h) This warranty is governed by the laws of the Province of Ontario, without regard to the principles of conflict of laws. The United Nations Convention on Contracts for the International Sale of Goods shall not apply. Buyer expressly and irrevocably consents to the exclusive jurisdiction of the provincial and federal courts of Toronto, Ontario and waives the right to assert that any action in any such court is the improper venue or should be transferred to a more convenient forum.