
UNITED STEEL SUPPLY, LLC
POLYESTER COIL COATINGS
EXCLUSIVE LIMITED WARRANTY

UNITED STEEL SUPPLY, LLC (“*Seller*”) hereby provides and grants this **exclusive limited warranty** (this “*Warranty*”) to its original purchaser (“*Buyer*”) of steel coils coated with Polyester coil coating (“*Polyester*”).

WARRANTY CONDITIONS. Seller warrants, subject to the terms and conditions set forth below, the Polyester applied to the steel coil(s) sold by Seller to Buyer solely for use as steel building roofing and siding panels, if the following Warranty Condition occurs:

Within ten (10) years from the date of application of the Polyester, the Polyester exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Minute fracturing, what may occur in proper fabrication of the building parts, is not a covered Warranty Condition. Failure due to substrate corrosion is not a covered Warranty Condition.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to Polyester used on buildings within the continental United States, Alaska and Canada.

WARRANTY EXCLUSIONS AND SITUATIONS. Without otherwise expanding upon the Warranty, Warranty Conditions do not include, and this Warranty does not apply to, any damage or condition resulting from circumstances beyond Seller’s control, including without limitation any of the following:

1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Seller’s control;
2. Harmful fumes or foreign substances in the atmosphere, or salt spray; no Warranty is provided for Polyester on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment;
3. Improper or inadequate pretreatment of the substrate metal;
4. Improper treatment or defects in the substrate metal or in its fabrication or embossing, including any corrosion or loss of adhesion as a result of the substrate fabrication or embossing process;
5. Significant differences in insulation below the coated metal panel;
6. Polyester which has been damaged due to moisture entrapment in coils and/or bundles during transit to, or storage by, Buyer or which has been installed or stored by Buyer in such a way that allows standing water on the coating;
7. Failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
8. Polyester that has been installed or stored by Buyer in such a way that allows contact with animals or animal waste;
9. 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;
10. Mishandling by Buyer of any substrate coated with Polyester, including abuse, alteration, modification, improper use, or storage thereof; and
11. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.

EXCLUSIVE REMEDY. If a Warranty Condition occurs and all the other requirements of this Warrant are satisfied, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller’s option and at its sole discretion, pay or reimburse Buyer for reasonable labor and material costs necessary to repaint, repair or replace the metal panels showing

the Warranty Condition. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the metal panels showing the Warranty Condition. The Warranty shall apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period with respect to the original metal panel.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING STEEL COILS COATED WITH POLYESTER, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE STEEL COILS COATED WITH POLYESTER RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or FREEDOM FROM PATENT INFRINGEMENT.

CLAIMS. Buyer must exercise diligence in inspecting the steel coils coated with Polyester as received from Seller to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the Warranty period and within fifteen (15) days after Buyer first discovers the purported Warranty Condition. Such claims must be delivered to Seller in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the steel coil coated with Polyester involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed Warranty Condition is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer may commence against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agents and representatives may not claim, represent or imply to Buyer's customers, distributors, installers or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

WAIVER AND MODIFICATION. No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice, and be rendered and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the metal panels coated with Polyester is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance or gift shall each be deemed a change in ownership.

GOVERNING LAW. The laws of the State of Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of the state and federal courts of the State of Texas for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Texas. THERE IS EXCLUDED FROM THIS

WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding Polyester applied to the steel coil(s) sold by Seller to Buyer and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty granted by Seller to Buyer pursuant to Section 7 of the Standard Terms and Conditions of Sale of Seller (the “*Terms & Conditions*”). In the event any provision of this Warranty conflicts with any provision of the Terms & Conditions, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the Polyester is applied.

CLAIMS ADDRESS.

248 Addie Roy Road
Suite C200
Austin, Texas 78746
Attn: Warranty Claims Department

or

<https://unitedsteelsupply.com/warranties/>

Effective Date: January ____, 2020.

UNITED STEEL SUPPLY, LLC
PRIME GALVALUME[®] COLD ROLLED SHEET
EXCLUSIVE LIMITED WARRANTY

UNITED STEEL SUPPLY, LLC (“**Seller**”) hereby provides and grants this **exclusive limited warranty** (this “**Warranty**”) to its original purchaser of GALVALUME[®] Sheet (defined below) (“**Buyer**”).

WARRANTY. Seller warrants, subject to the terms and conditions set forth below, that the prime hot dipped aluminum-zinc alloy coated prime GALVALUME[®] cold rolled sheet steel, with a coating weight of AZ50 or AZ55, it sold solely for use as steel building roofing and siding panels (“**Galvalume[®] Sheef**”), will not, during the Warranty Period, rupture, fail structurally or perforate as a result of corrosion caused by exposure to normal atmospheric conditions.

This Warranty does not apply to or cover any rupture, structural failure or perforation caused by any reason other than corrosion caused by exposure to normal atmospheric conditions. This Warranty also does not apply to secondary (non-prime) GALVALUME[®] cold rolled sheet steel, which is sold AS IS and WHERE IS without any representations or warranties from Seller.

WARRANTY PERIOD. For purposes of this Warranty, “**Warranty Period**” means that period of time that begins on the date the GALVALUME[®] Sheet is shipped from Seller’s place of business or from an outside processing facility or storage facility designated by Seller, as the case may be, and expires as follows: (i) for pre-painted AZ50 or AZ55 coating weights, twenty-five (25) years plus six (6) months thereafter; (ii) for unpainted AZ50 coating weight (acrylic-coated inclusive), twenty (20) years plus six (6) months thereafter; and (iii) for unpainted AZ55 coating weight (acrylic-coated inclusive), twenty-five (25) years plus six (6) months thereafter.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to GALVALUME[®] Sheet used as building roofs and siding panels within the continental United States, Canada and Mexico.

EXCLUDED ATMOSPHERIC CONDITIONS. Without otherwise expanding upon the Warranty, normal atmospheric conditions do not include, and this Warranty does not apply to, GALVALUME[®] Sheet exposed at any time to abnormal, corrosive or aggressive atmospheric or other conditions (collectively, “**Abnormal Conditions**”). Abnormal Conditions include, without limitation (i) saltwater marine environments or other regular exposure to saltwater or freshwater; (ii) wet storage stain caused by water damage and/or condensation; (iii) areas subject to severe industrial environments; (iv) corrosive chemicals, concrete, cement dust, fumes, ash, animal waste, fertilizers or other moisture retaining substances; (v) direct metallic contact or water run-off from dissimilar metals such as, but not limited to, lead and/or copper flashings; and (vi) other conditions and/or circumstances where corrosive fumes or condensates are generated or released inside the building that contains the GALVALUME[®] Sheet.

ADDITIONAL WARRANTY EXCLUSIONS AND SITUATIONS. In addition to the Abnormal Conditions described above, this Warranty does not apply if any one or more of the following occurs or are present: (i) bends less than 2T for sheet thickness of 0.030 inches and thinner gauges; (ii) bends less than 4T for sheet thickness of 0.031 inches and thicker gauges; (iii) roof slopes flatter than ¼ inch:12 inches; (iv) failure to provide free and unfettered drainage of water, including, but not limited to, internal condensation from overlaps and all other surfaces of the sheets or panels; (v) failure to remove debris and/or contaminates from overlaps and all other surfaces of the sheets or panels; (vi) mechanical, chemical (including, without limitation, transportation rust and/or wet storage stain) or other damage sustained during shipment, handling, storage, forming, fabrication and/or during or after installation; (vii) coating damage caused by, among other causes, severe reverse bending, alternate tension and compression cycles/bending of the coating, and improper roll forming, abrasion, scouring or cleaning procedures; (viii) panel deterioration due to contact with chemically treated or wet lumber; (ix) presence of damp insulation and/or other corrosive materials in contact with or in close proximity to the panels; (x) deterioration or corrosion caused directly or indirectly by contact with fasteners or sealants (selection of appropriate long-term fasteners and/or sealants that will be in contact with any sheet roofing and siding panels rests solely with Buyer); (xi) panel deterioration due to contact or installation with concrete foundations/dirt; (xii) failure due to use in any manner not intended or improper storage or handling; (xiii) failure due to edge corrosion or misapplication of Seller’s material; and (xiv) failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war, terrorism or radiation.

EXCLUSIVE REMEDY. If the GALVALUME[□] Sheet fails to conform to the Warranty, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and at its sole discretion, (i) repair the non-conforming GALVALUME[□] Sheet, or (ii) furnish (F.O.B. Buyer's facility) sufficient replacement GALVALUME[□] Sheet to allow Buyer, at Buyer's expense, to fabricate replacement panels for the non-conforming GALVALUME[□] Sheet. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the non-conforming GALVALUME[□] Sheet. The Warranty shall apply to the replacement GALVALUME[□] Sheet, but only for the unexpired Warranty Period with respect to the non-conforming GALVALUME[□] Sheet.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING THE GALVALUME[□] SHEET, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE GALVALUME[□] SHEET RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY **INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES**, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF **MERCHANTABILITY** AND **FITNESS FOR A PARTICULAR PURPOSE**.

CLAIMS. Buyer must exercise diligence in inspecting the GALVALUME[□] Sheet as received from Seller to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the Warranty Period and within thirty (30) days after Buyer first discovers the purported non-conformance. Such claims must be delivered to Seller in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the GALVALUME[□] Sheet involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed non-conformance is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer may commence against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agents and representatives may not claim, represent or imply to Buyer's customers, distributors, installers or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

WAIVER AND MODIFICATION. No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice, and be rendered and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the GALVALUME[□] Sheet is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance or gift shall each be deemed a change in ownership.

GOVERNING LAW. The laws of the State of Texas shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the jurisdiction of the state and federal courts of the State of Texas for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this

Warranty must be brought in a state or federal court of the State of Texas. **THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding the applicable GALVALUME[®] Sheet and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty granted by Seller to Buyer pursuant to Section 7 of the Standard Terms and Conditions of Sale of Seller (the "*Terms & Conditions*"). In the event any provision of this Warranty conflicts with any provision of the Terms & Conditions, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable GALVALUME[®] Sheet.

CLAIMS ADDRESS.

248 Addie Roy Road
Suite C200
Austin, Texas 78746
Attn: Warranty Claims Department

or

<https://unitedsteelsupply.com/warranties/>

Effective Date: February 10, 2020.

GALVALUME is a registered trademark of BIEC International, Inc.

UNITED STEEL SUPPLY, LLC
WEATHERXL™, WEATHERXL™ CRINKLE
EXCLUSIVE LIMITED WARRANTY

UNITED STEEL SUPPLY, LLC (“*Seller*”) hereby provides and grants this **exclusive limited warranty** (this “*Warranty*”) to its original purchaser (“*Buyer*”) of steel coils coated with WeatherXL™ Siliconized Polyester coil coating (“*WeatherXL™*”).

WARRANTY CONDITIONS. Seller warrants, subject to the terms and conditions set forth below, the WeatherXL™ coating applied to the steel coil(s) sold by Seller to Buyer solely for use as steel building roofing and siding panels, if any of the following Warranty Conditions occur:

1. Within 40 years from the date of application of the WeatherXL™, the WeatherXL™ exhibits cracking, flaking or peeling (loss of adhesion) to an extent that is apparent on ordinary outdoor visual observation. Warranty Conditions do not include, and this Warranty does not apply to, failures due to substrate corrosion and/or minute fracturing, which may occur in proper fabrication of the building parts.
2. Within 30 years from the date of installation of the steel panels, the WeatherXL™:
 - a. Chalks in excess of ASTM D-4214 method A number six (6) rating on horizontally installed (roofing) panels and a number eight (8) rating on vertically installed (sidewall) panels, when properly maintained as described herein, and
 - b. Changes color more than seven (7.0) Hunter delta-E units on horizontally installed (roofing) panels and five (5.0) Hunter delta-E units on vertically installed (sidewall) panels as determined by ASTM method D-2244. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. Color changes may not be uniform on surfaces that are not equally exposed to the sun and elements and Seller does not warrant that color changes will be uniform.

GEOGRAPHIC LIMITATIONS. This Warranty applies only to WeatherXL™ used on buildings within the continental United States, Alaska and Canada.

WARRANTY EXCLUSIONS AND SITUATIONS. Without otherwise expanding upon the Warranty, Warranty Conditions do not include, and this Warranty does not apply to, any damage or condition resulting from circumstances beyond Seller’s control, including without limitation any of the following:

1. Acts of God, falling objects, explosions, fire, external forces or other such similar or dissimilar circumstances beyond Seller’s control;
2. Harmful fumes or foreign substances in the atmosphere, or salt spray; no Warranty is provided for WeatherXL™ on any substrate that is subjected to sea spray or installed on property located 1,500 or fewer feet from a salt-water environment;
3. Improper or inadequate pretreatment of the substrate metal;
4. Defects in the substrate metal or in its fabrication or embossing, including any corrosion or loss of adhesion as a result of the substrate fabrication or embossing process;
5. Significant differences in insulation below the coated metal panel;
6. WeatherXL™ which has been damaged due to moisture entrapment in coils and/or bundles during transit to, or storage by, Buyer or which has been installed or stored by Buyer in such a way that allows standing water on the coating;

7. Failures or damage resulting from substrate exposure or corrosion at cut/bare edges or failure of the metal substrate;
8. WeatherXL™ that has been installed or stored by Buyer in such a way that allows contact with animals or animal waste;
10. Mishandling by Buyer of any substrate coated with WeatherXL™, including abuse, alteration, modification, improper use, or storage thereof; and
11. Attachment or adhesion of materials or items such as snow guards and solar panels to the coating.

EXCLUSIVE REMEDY. If a Warranty Condition occurs and all the other requirements of this Warranty are satisfied, the sole and exclusive remedy available to Buyer is as follows: Seller shall, at Seller's option and at its sole discretion, pay or reimburse Buyer for reasonable labor and material costs necessary to repaint, repair or replace the metal panels showing the Warranty Condition. Except as expressly provided above, Seller shall not be liable for any costs or expenses associated with the metal panels showing the Warranty Condition. The Warranty shall apply to any metal panels that were repainted, repaired or replaced due to a Warranty Condition, but only for the unexpired portion of the Warranty period with respect to the original metal panel.

LIMITATION OF DAMAGES. THE LIABILITY OF SELLER ARISING OUT SUPPLYING OR SELLING STEEL COILS COATED WITH WEATHERXL™, OR ITS USE BY BUYER OR BUYER'S CUSTOMER, WHETHER BASED UNDER BREACH OF CONTRACT OR WARRANTY, IN TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE, SHALL NOT IN ANY EVENT EXCEED THE PURCHASE PRICE OF THE STEEL COILS COATED WITH WEATHERXL™ RECEIVED BY SELLER. THE REMEDIES SET FORTH ABOVE SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDY OF BUYER AND THE SOLE AND EXCLUSIVE LIABILITY OF SELLER WHETHER THE CLAIMS OF BUYER ARE BASED ON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY), OR OTHERWISE. UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE TO BUYER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER BASED UPON LOST GOODWILL, LOST PROFITS, WORK STOPPAGE, IMPAIRMENT OF OTHER GOODS, PROPERTY DAMAGE, LOSS OF USE, EXPENSES OF RECALL, OR OTHERWISE.

DISCLAIMER OF OTHER WARRANTIES. EXCEPT FOR THE WARRANTY HEREIN STATED, SELLER MAKES NO WARRANTIES, REPRESENTATIONS, GUARANTEES, AFFIRMATIONS OF FACT OR PROMISES, EITHER EXPRESS OR IMPLIED. SELLER HEREBY EXCLUDES AND DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE or FREEDOM FROM PATENT INFRINGEMENT.

CLAIMS. Buyer must exercise diligence in inspecting the steel coils coated with WeatherXL™ as received from Seller to mitigate damages in the event of repair or replacement of non-conforming panels. Claims for breach of this Warranty must be made by Buyer within the Warranty period and within fifteen (15) days after Buyer first discovers the purported Warranty Condition. Such claims must be delivered to Seller in writing at the applicable claims address set forth herein below. Buyer must give Seller a reasonable opportunity to inspect the defect. Adequate records of the steel coil coated with WeatherXL™ involved in the claim, including date of shipment by Seller, date of installation, Seller's order number and invoice number, and such evidence that establishes the claimed Warranty Condition is covered under this Warranty must be provided by Buyer in connection with making the claim. Any legal action that Buyer may commence against Seller for breach of this Warranty must be brought within one (1) year after the cause of action accrues.

TRANSFERS AND ASSIGNMENTS. Seller extends this Warranty only to Buyer. This Warranty does not extend to Buyer's successors and assigns. This Warranty is non-transferable and non-assignable. Buyer and its agents and representatives may not claim, represent or imply to Buyer's customers, distributors, installers or contractors that this Warranty extends to parties other than Buyer, and any violation thereof shall excuse Seller from its obligations under this Warranty.

WAIVER AND MODIFICATION. No terms, other than those stated herein, no agreement or understanding (oral or written), and no course of conduct or performance in any way purporting to modify this Warranty or waive Seller's rights under this Warranty, shall be binding on Seller unless the same is in a writing and signed by Seller and Buyer.

TERMINATION OF WARRANTY. Seller reserves the right to terminate this Warranty at any time, except as to orders already accepted, upon written notice thereof to Buyer. This Warranty shall terminate without notice, and be rendered and deemed extinguished and of no effect, upon a change in ownership from the original owner of any structure upon which the metal panels coated with WeatherXL™ is installed. Ownership derived from the original owner by way of sale, deed transfer, land contract, inheritance or gift shall each be deemed a change in ownership.

GOVERNING LAW. The laws of the State of Minnesota shall govern all rights and terms under this Warranty without regard to any choice or conflict of law provision of any jurisdiction. Buyer, acting for itself and its successors and assigns, hereby expressly and irrevocably consents to the non-exclusive jurisdiction of the state and federal courts of the State of Texas for any litigation which may arise out of or be related to this Warranty. Buyer irrevocably waives any objection based on forum non-convenience or any objection to venue of any such action. Any action or suit initiated by Buyer in connection with this Warranty must be brought in a state or federal court of the State of Texas. **THERE IS EXCLUDED FROM THIS WARRANTY THE APPLICATION OF THE UNITED NATIONS CONVENTION ON CONTRACTS FOR THE INTERNATIONAL SALE OF GOODS.**

ENTIRE AGREEMENT AND PAYMENT CONTINGENCY. This Warranty contains the entire agreement between Seller and Buyer with respect to the warranties granted to Buyer regarding WeatherXL™ applied to the steel coil(s) sold by Seller to Buyer and replaces all other agreements (oral or written). Notwithstanding the foregoing, this Warranty shall not affect the one (1) year warranty granted by Seller to Buyer pursuant to Section 7 of the Standard Terms and Conditions of Sale of Seller (the "*Terms & Conditions*"). In the event any provision of this Warranty conflicts with any provision of the Terms & Conditions, this Warranty will control and prevail. Seller shall have no obligations under this Warranty unless and until Seller receives payment in full for the applicable steel coil to which the WeatherXL™ is applied.

CLAIMS ADDRESS.

248 Addie Roy Road
Suite C200
Austin, Texas 78746
Attn: Warranty Claims Department

or

<https://unitedsteelsupply.com/warranties/>

Effective Date: January ____, 2020.

WEATHERXL AND WEATHERXL CRINKLE are trademarks of The Sherwin Williams Company.