

## **Limited 40-year Warranty on Akzo-1050 Silicon/Zed Polyester Finish Applies to GBP Roofing and Siding Panels**

This color-coded finish on Graber Post Building Panels is produced and applied according to standard application practices. Graber Post Buildings, Inc. warrants that the integrity of the color-coded finish applied to its roofing and siding panels will not, within a period of 40 years after the installation or 40 years and one month after the date of the shipment of panels from Graber Post Buildings, Inc. (whichever comes first) under normal atmospheric conditions (which excluding corrosive aggressive chemicals, chemical fumes, or direct contact with certain treated lumber.)

1. Peel, crack, check, flake, or blister to an extent that it is apparent on ordinary outdoor visual observation.
2. Vertical installations of GPB Panels will not change color more than five (5) and non-vertical installations will not change more than seven (7) NBS (Hunter) units. 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 (1985; for a period of 30 years;
3. For (30) years, Sidewall Panels of Product will not chalk more than a number eight rating and non-vertical installations will not chalk more than a number six rating when measured for ASTM D-4214 Method A.

This is an anti-weathering limited warranty and does not apply to other causes of degradation, including Product which has suffered scratching or abrasion or has been damaged by abrasive or chemical cleaners: has been abused, altered, modified, used in a manner not originally intended, or stored contrary to recommendations of Akzo Nobel, GPB or the coil coater, or contrary to good industry practice: has been damaged due to moisture entrapment in coils and/or bundles during transit or storage: has been stored or installed in a way which allows water on the coating or in any chemically aggressive environment (containing such substances as fumes, ash, salts, dirt, grease, or high humidity); has been stored or installed in such a way that allows contact with animals and/or animal waste or its decomposition products; has suffered from improper forming, fabrication or embossing; corrosion of the substrate and/or corrosion at cut edges; or develops any other condition between the coating and the substrate or delaminate: Product which is installed within 1000 meters (3250 feet), unless approved in writing by Akzo Nobel prior to installation, based on Akzo Nobel prior to Installation, based on Akzo Nobels review of the information provided on the Site Conditions Form (appendix A): Product topcoats which are not applied onto metal which has been primed with an approved Akzo Nobel primer on both sides of the metal sheet, and which has been coated with an approved Akzo Nobel backer coating on the reverse side, all per specification on the Akzo Nobel Product Date Sheet.

### **This warranty is expressly subject to the following terms and conditions:**

1. The remedy for any claims arising from a defective color-coated finish on GPB Panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of purchased price. GPB SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES WHETHER DIRECT, INCIDENTAL OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM THE USE OF DEFECTIVE OR NONCONFORMING GPB PANELS OR FOR ANY OTHER INCIDENTAL OR CONSEQUENTIAL DAMAGES. GPB'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE PURCHASED PRICE OF THE GPB PANELS. Some states do not allow the exclusion or limitation of incidental or consequential damage, so this limitation or exclusion may not apply to a particular consumer.
2. The express warranty stated herein is the exclusive express warranty applicable to the color-coated finish on GPB Panels. ANY IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE TIME PERIOD OF THE EXPRESS WARRANTY SET FORTH HERIN. Some states do not allow limitations on how long an implied warranty lasts, so this limitation on the duration of implied warranties may not apply to a particular consumer.
3. This warranty provides specific legal rights, and other rights which may vary from state to state may apply.
4. Claims under this warranty must be made in writing to GPB at the address set forth below within 30 days after the discovery of the defect. GPB shall have an additional 30 days to inspect the GPB Panels before any other further action shall be taken.
5. Defects or damage to the GPB color-coated finish caused by handling, shipping, transit, processing, storage, or installation are not covered by this warranty. This warranty further shall not extend to or cover damage to the warranted color-coating occasioned by moisture or other contamination detrimental to the color-coated metal prior to installation.
6. Minor hairline cracking of the color-coated finish is not covered by this warranty.
7. The GPB color-coated finish is not warranted to weather uniformly under non-uniform conditions of exposure or use.
8. All claims under this warranty must be accompanied by the original invoice.
9. The remedy for any claims arising from a defective color-coated finish on GPB panels shall be limited to refinishing or replacing the defective panels, or where applicable, a refund of the purchased price. The amount of the refund shall be reduced by 3.3% for each year the GPB panels are in use. This beginning after the ninth year.
10. THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASER ONLY AND IS NOT TRANSFERABLE.



**Graber Post Buildings, Inc.**  
7716 North 900 East  
Montgomery, IN 47558



SEVERSTAL SPARROWS POINT, LLC  
GALVALUME® SHEET LIMITED WARRANTY

SEVERSTAL SPARROWS POINT, LLC. ("Seller") warrants to

Graber Post Building, Inc.,  
RR 1 Box 225  
Montgomery, IN 47558

("Buyer") that Seller's hot-dipped aluminum-zinc alloy-coated Galvalume and Galvalume Plus sheet steel with a coating weight of AZ50 sold for use as unpainted steel building panels erected within the continental United States, Alaska, Hawaii, Canada or the Caribbean, and exposed to normal atmospheric conditions, WILL NOT rupture, fail structurally, or perforate due to corrosion within a period of 20 years and 6 months after shipment from our mill. For a coating weight of AZ55, 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 saltwater 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 surfaces 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. The 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 shall be interpreted and enforced in accordance with the laws of the state of Maryland, U.S.A., 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.
2. This warranty is contingent on the proper maintenance of the building, which maintenance is to be provided by the building owner.
3. Seller's liability for breach of this warranty and/or for the failure of material to conform, whether due to Seller's negligent acts or omissions or otherwise, shall be limited exclusively to the cost of either repairing nonconforming panels, or at



Seller's sole option, of furnishing (FOB Seller's plant) sufficient sheet product to enable Buyer to fabricate replacement panels for the nonconforming panels.

4. Seller will be responsible for replacement of material only. Seller shall not in any event be liable for the cost of labor expended by others on any nonconforming material or for any special, indirect or consequential damages to anyone caused by nonconforming material.

5. 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.

6. Buyer shall promptly inspect the material and use reasonable care to protect any rejected material until Seller has time to conduct its own inspection and make or direct disposition.

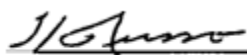
7. In order for Seller to honor any claim on material shipped, Buyer must promptly document the claim with identification of material, date of installation, Seller's order number, coil number, invoice number and date of shipment and must give Seller a reasonable opportunity to inspect the material claimed to be nonconforming.

8. Except to the extent provided under applicable law, (a) Seller extends this warranty solely to the Buyer; and (b) this warranty is non-transferable and non-assignable.

9. Seller reserves the right to terminate this warranty at any time (except as to orders already accepted) upon the giving of written notice thereof.

SELLER MAKES NO GUARANTEES OR WARRANTIES, 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 SELLER SHALL HAVE NO OTHER LIABILITY WITH RESPECT TO ANY OTHER GUARANTEES OR WARRANTIES.

SEVERSTAL SPARROWS POINT, LLC.

  
Thomas J. Russo  
Vice President and General Manager

Date 12/5/08