

sample

ColorKlad[®]

Warranty

Subject to the conditions set forth in this document, Ryerson warrants that its coil-coated ColorKlad will not do any of the following in normal atmospheric conditions (which term excludes corrosive or aggressive atmospheres such as those contaminated with chemical fumes or salt spray):

- A.** Peel, check, chip or crack (except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet and which is accepted as standard) for a period of thirty (30) years from the date of installation.
- B.**
 - 1. Chalk in excess of a numerical rating of eight (8), when measured in accordance with the standard procedures specified in ASTM D659-80; or
 - 2. Fade or change in color in excess of five (5) E units (NBS) calculated in accordance with ASTM D2244-85, paragraph 6.3. 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. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.
 - 3. Embossed paint is fully warranted provided the embossing process does not fracture the coating or metal or adversely affect paint adhesion or film integrity. Any corrosion or loss of adhesion as a result of the embossing process is not covered under this warranty.

On all roofing installations, the warranties made in this Section B shall extend for the shorter of the following periods:

- a) Thirty years (360 months) from the installation of ColorKlad as the exterior surface of a building; or
- b) Thirty years and six months (366 months) from the time ColorKlad product is painted.

The customer named below, whose signature appears on this warranty, shall be named as Purchaser.

Purchaser:

Signature

Print Name

Job Name

Purchase Order Number

Invoice Number

Date

Ryerson:

Signature

Print Name

Title

Date



2621 West 15th Place
Chicago, IL 60608

This warranty is subject to the following conditions:

1. All Fluoroceram® colors supplied by BASF to Ryerson are covered by this warranty, unless Ryerson specifically and in writing notifies the Purchaser otherwise.
 2. In addition to, and without limiting the other conditions of this warranty, the following specific condition must be met: the coated surface must be a roof, on which no standing water accumulates, of an architectural, commercial, pre-engineered building.
 3. This warranty covers only building panels and accessories which are exposed to normal weather conditions and which are used exclusively within the United States, Canada and the Caribbean, and will be extended to other geographic areas only upon written advance consent by Ryerson.
 4. If ColorKlad is on a surface located less than 1,000 feet from the seashore (salt water), maintenance will be performed by the building owners, including annual "sweet water" (fresh tap water) rinse in accordance with AAMA 610.1-1979 (copy available upon request).
 5. ColorKlad must not be cleaned with abrasive or chemical cleaners.
 6. The warranty will not extend to, or cover: (a) damage to the ColorKlad occasioned by improper storage prior to installation (NCAA guide lines described in the How-to series titled "How to Fabricate Prepaint") or improper packaging, handling, shipping, processing and/or installation; or (b) damage to the product which suffers from improper forming, fabrication or cut-edge exposure.
 7. The warranty will not be applicable to damage or failure which is attributable to acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, or other such similar or dissimilar occurrences beyond Ryerson's control.
 8. Claims under this warranty must be made by Purchaser to Ryerson in writing thirty (30) days after discovery of the condition giving rise to the claim, and Ryerson must be given a reasonable opportunity to inspect the coated metal claimed to be defective.
 9. In the event of a claim under this warranty, the Purchaser shall demonstrate to the reasonable satisfaction of Ryerson that the failure of the product was due to a breach of the warranty stated herein. Purchaser has the responsibility to supply a video and/or photographs of the claimed defective product for Ryerson's inspection and to arrange for inspection of the site where the product in question is located. Should the claim be found not to be covered under this warranty, Purchaser shall reimburse all of Ryerson's third-party expenses incurred in connection with the investigation of the claim.
 10. Purchaser's sole and exclusive remedy, and Ryerson's liability under this warranty, will be limited, at its option, to refinishing or replacing the ColorKlad claimed to be defective, including re-installation costs. In no event shall Ryerson be liable for any incidental or consequential damages. Any refinishing of the ColorKlad shall be performed by using standard finishing practices and materials (and not necessarily ColorKlad) selected by Ryerson, which reserves the right to approve or negotiate the contract for such refinishing. The warranty on any refinished or replaced ColorKlad supplied hereunder shall be for the remainder of the warranty period applicable to the ColorKlad originally coated.
 11. Ryerson reserves the right to terminate this warranty at any time upon thirty (30) days advance written notice, except with respect to any product which has already been shipped to the Purchaser.
 12. EXCEPT AS SET FORTH HEREIN, RYERSON MAKES NO OTHER WARRANTIES WITH RESPECT TO THE PRODUCT, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
 13. All the foregoing conditions constitute material terms of this warranty, and violation by Purchaser, its agents or representatives of any one or more conditions shall release Ryerson from its obligations hereunder.
 14. All notices given under or pursuant to this Agreement shall be in writing and either personally delivered or sent by registered or certified mail, postage prepaid, return receipt requested, to the party to whom such notice is to be given, as follows:
 - a) Building Products
Ryerson
P.O. Box 360
Minneapolis, MN 55440
 - b)
- All such notices, when deposited in the U.S. Mail as set forth above, shall be considered served when so deposited.
15. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Ryerson unless made in writing and signed by its authorized representative.
 16. The warranty shall not become effective unless and until signed by both Purchaser and Ryerson, with signed copies exchanged between the above parties.