

- K. Failure caused by acts of God, falling objects, external forces, explosions, fires, riots, civil commotions, acts of war or radiation.
- L. Failure due to use in manner not intended or improper storage or handling.
- M. Failure due to edge corrosion or misapplication of McElroy's material.

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

- 1. McElroy Metal's liability for breach of this warranty shall be limited exclusively to the cost of either repairing nonconforming panels, or at McElroy Metal's sole option replacing nonconforming panels.
- 2. McElroy Metal shall not in any event be liable for the cost of labor expended by others on any nonconforming sheet or for any special, indirect or consequential damages to anyone by reason of the fact that such panels are nonconforming.
- 3. 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.
- 4. Claims must be reported in writing to McElroy Metal during the warranty period and not more than thirty (30) days after detection of any apparent defects and McElroy Metal shall be given a reasonable opportunity to inspect the panels claimed to be nonconforming. Adequate identification of the material involved in the claim, including date of installation, McElroy Metal order number, and invoice number, must be established by Buyer.
- 5. Buyer shall exercise diligence in his inspection of sheets as received from McElroy Metal so as to mitigate repair or replacement.
- 6. McElroy Metal extends this warranty solely to the Buyer. This warranty is non-transferable and non-assignable.
- 7. McElroy Metal reserves the right to terminate this warranty at any time (except as to orders already accepted).
- 8. McElroy shall have no obligations under this warranty unless and until it receives payment in full for materials furnished.
- 9. The supplier of the Galvalume substrate has made certain warranties to McElroy which are same (or substantially similar) as the warranties made by McElroy under this limited warranty. This limited warranty shall be of no further force or effect if such supplier, or its successors or assigns, can no longer perform its obligations under the Galvalume warranties made to McElroy.

McELROY METAL MAKES NO GUARANTEES, EITHER EXPRESS OR IMPLIED OTHER THAN AS STATED HEREIN, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS AND MERCHANTABILITY OR FITNESS FOR ANY PURPOSE. McELROY SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY LOSS OF ANY KIND WHATSOEVER.

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