



SHADE & SHELTER LIMITED WARRANTY

1. 3GM Steel warrants for a period of ten (10) years from the day of installation, or not more than ten (10) years and six (6) months from the date of coating application that the polyester paint system when properly applied over specified primer on galvanized or galvalume substrate will not chip, crack, peel, or erode to base metal when fabricated for various shade and shelter building products application.
2. Substrate must be properly cleaned and pretreated according to the pretreatment company's specification and the coating must be applied and baked in accordance with paint specification. The coating must be applied within six (6) months after receipt from 3GM Steel unless 3GM Steel inspects the coating and agrees to extend the time period. Substrates of good forming quality must be used and fabricated or formed as specified in the National Coil Coaters Association's Technical Bulletin No. IV (7).
3. The limited warranty covers polyester coatings exposed to normal atmospheric conditions and specifically excludes corrosive or aggressive atmospheres including direct salt spray. The limited warranty shall not apply where coating failures is the result of physical damage resulting from fabrication or embossing operations, corrosion due to cut edge exposure, salt spray, acts of God, vandalism, any negligent acts of the customer including, but not limited to improper packaging, storage, or installation which prohibit proper drainage of standing water or other such occurrences out of 3GM Steel's control.
4. 3GM Steel's liability shall not exceed the customer's liability and the customer's exclusive remedy for any breach of this Limited Warranty or failure of the coatings is strictly limited to the direct cost of refinishing or replacing the failed coated metal. Refinishing of the failed coated metal shall be performed by using standard finishing practices and materials. 3GM Steel in all instances will be the sole judge as to whether refinishing or replacement of the failed areas is required to fulfill its obligation under this Limited Warranty and reserves the right to approve and negotiate the contract.
5. This limited warranty shall not be extended by the refinishing or replacement of the coated material, but the remaining warranty period shall continue in effect and be applicable to the refinished or replaced areas under the terms and conditions of the limited warranty.
6. Claims under this limited warranty must be presented in writing during the warranty period and within sixty (60) days after the customer becomes aware that any warranted conditions has occurred. In addition, the original roll-forming/installation report of the coils showing direct traceability to the warranted areas and the material purchased from 3GM steel must be provided. This information must include the total square footage of the effected area as well as the size of the panels or end use material and its quantities. A picture or sample of the effected area must also be sent along with the original statement of claim as well as the reports specified above. 3GM Steel will not consider your statement an official claim until all requirements set forth in this warranty have been received. Time is of the essence and failure to give notice within the specified time shall discharge 3GM Steel from any obligations under this limited warranty. 3GM Steel must be given a reasonable opportunity to an on-site inspection to determine the cause and the corrective action taken if it is determined to be a coating failure.

In the event of a claim under this warranty, the purchaser or fabricator must supply documentation that the product in question was produced and supplied by 3GM Steel. In addition, the purchaser shall demonstrate to the reasonable satisfaction of 3GM Steel that the failure of the product was due to a

breach of the limited warranty stated herein. Customer shall maintain adequate records to properly identify any coils of material used on a particular building. Such identification must include:

- 3GM Steel Coil Number
- 3GM Steel Invoice Number & Date
- Coil Color
- Roll-Forming, Fabricating, or Production Report of the coil(s) specified in the claim
- Installation Information of the site as specified on the 3GM Steel Installation report
- Total Square Footage of the Site

This limited warranty is an exclusive warranty and remedy, and 3GM Steel disclaims all other warranties expressed or implied, including warranties of merchantability or fitness for a particular purpose. 3GM Steel shall not be liable for any special, incidental, or consequential damages. The customer’s exclusive remedy shall be that set forth in paragraph 4 for any claim of liability relating to the coatings under negligence, strict liability, breach of warranty, or any other legal theory.

This warranty is extended to the customer alone, is non-transferable, and non-assignable, and may not be modified or enlarged in its scope by any representative, salesperson, agent, or other employee of 3GM Steel. Customer shall not permit anyone to claim or imply that this limited warranty tends to anyone other than the customer. This condition is a material term of this limited warranty and its violation by the customer or its agent or representative shall release 3GM Steel from its obligations hereunder.

Termination: 3GM Steel reserves the right to terminate this agreement at anytime upon ninety (90) days advance written notice, except with respect to any product which has been shipped to the customer prior to such notice.

This Limited Warranty shall be governed by and interpreted in accordance with the laws of the State of Kentucky.

Customer:	
Color:	
Project:	
Coil Number (s):	
Date:	
Accepted By:	

3GM Steel Inc.

Tresinea L. Palmer
Manager