



GALVAL™
Warranty Policy

GALVAK warrants that its hot-dip aluminum-zinc alloy coated sheet steel Galval™ with passivated chemical treatment, meets ASTM specification A 792 and will perform as an effective unpainted steel building material, as mentioned below, within the scope of the conditions and limitations defined in this warranty document.

If a Galval™ with coating weight of AZ50 fails within twenty (20) years and six (6) months or Galval with coating weight of AZ55 fails within twenty five(25) years and six (6) months, GALVAK agrees to furnish replacement parts. GALVAK shall either (1) refund the original purchase price paid to GALVAK for the materials or (2) furnish replacement materials at a depreciated value in an amount equal to a deduction of 5% for each year lapsed since the date of purchase for AZ50 coating weight products or 4% for each year lapsed since the date of purchase for AZ55 coating weight products.

FOR THE PURPOSES OF THIS WARRANTY EFFECTIVE UNPAINTED STEEL BUILDING MATERIAL IS DEFINED TO MEAN:

- Rust Perforation: Corrosion penetration completely through the panel, leading to leaks.
- Structural Failure: Deformation of panel due to application of normal mechanical load/stress including, but not limited to: sporadic foot traffic on a roofing, fasteners normal driving, etc.

It is understood that the obligations set forth in the preceding paragraphs constitute GALVAK's sole and exclusive liability in the event of any defect in GALVAK's hot-dipped aluminum-zinc alloy-coated sheet steel Galval™ and that these obligations are subject to all of the terms, conditions and limitations set forth below. It is further understood that this Limited Warranty covers only GALVAK's steel coils and derivatives (when properly roll formed) included in the invoice(s) specified in this document. In no event shall GALVAK have any liability for any commercial loss, claims for labor or consequential damages of any other type.

INVOICE NUMBER (S): XXXXX
 DATE OF ISSUE: XXXXXXXXXXXX
 SOLD TO: XXXX XX

Warranty Serial No. XXXXXXXXXXXXXXXXXXXXXXX

TERMS, CONDITIONS AND LIMITATIONS OF WARRANTY:

The warranty period starts from the date of purchase.

1. GALVAK shall not have any obligation under this Warranty until all invoices for installation, supplies and services have been paid in full to GALVAK.
2. This warranty is valid only if materials are installed in rural or moderate urban environments, if exposed to any other environment, materials shall be supervised and the warranty authorized in written by GALVAK.
3. IN THE SOLE JUDGEMENT OF GALVAK, THE FOLLOWING CONDITIONS/EVENTS WILL RESULT IN VOIDING THIS WARRANTY UPON WHICH GALVAK SHALL NOT HAVE ANY FURTHER OBLIGATION NOR RESPONSIBILITY FOR DAMAGE OR DETERIORATION TO THE FINISH OR MATERIALS:
 - A. Materials installed in corrosive or aggressive environments including, but not limited to, areas subject to marine conditions (less than two miles from the coast), salt water, spray, animal excrete, chemicals, severe industrial locations, fumes or harmful gases with the exception of normal air pollution.
 - B. Acts of god, falling objects, fire, explosions, natural disasters including, but not limited to hurricanes, tornadoes, natural or external forces.
 - C. Damage caused due to using the product for animal confinement.
 - D. Physical damage after installation, intentional or unintentional, including but not limited to accident, abuse, misuse, negligence, vandalism, or excessive traffic on roof area.
 - E. Settlement, shrinkage, distortion, warping or cracking of substructure of materials upon which the GALVAK product has been applied or any deterioration or failure of building components.
 - F. Physical or chemical damage caused during the forming/fabrication process (including, but not limited to: roll forming, press braking, embossing, severe reverse bending, punching) or scouring or cleaning procedures.
 - G. Slopes of the roof or sections with a pitch of less than one in twentyfour or otherwise as to allow puddling or staining.
 - H. Deterioration of finish or materials due to improper shipment, storage or handling prior to or during installation process or due to improper installation procedures.
 - I. Discoloration or damage to panel or trim finish caused by failure to remove factory-applied protective strippable plastic film.
 - J. GALVAK product is subject to water run-off from lead or copper flashing or piping or is installed or used in conjunction with lead or copper or paint, varnish, enamel or similar compounds or repaired with any accessories or products which were not approved in writing by GALVAK.
 - K. The product Owner fails to comply with every term and condition stated in this limited warranty, or the product Owner refuses to pay any or all reasonable charges to repair or respond to a warranty claim or the cause for the claim is not covered under the limited warranty.
 - L. The product Owner fails to use reasonable care in maintaining the GALVAK product, including failure to prevent any accumulation of surface dirt, staining or mildew.
 - M. The GALVAK product is removed and/or installed in a different location after the original installation.
 - N. If, after installation of the GALVAK product, there are any significant alterations or repair made without first obtaining written authorization from GALVAK.
 - O. Bends less than 2T inside bend diameter for sheet thicknesses 0.030" and thinner, and less than 4T for thicknesses greater than 0.030".
4. **Claims Procedure:** Any claim made under this warranty must be presented to GALVAK within 30 days after discovering the defect. The notice must be delivered in written to:

GALVAK
Av. de la Juventud # 340 Nte., Col. Cuauhtémoc
San Nicolás de los Garza, N.L.; C.P. 66450
Phone: (52) 81 8748 0118, Fax: (52) 81 8748 0226

The claim should make reference to Building Owner name, address and phone number, original date of installation, the purchaser's name, the date the defect was first discovered, number of panels affected, complete detailed description of the claimed defect, warranty number and invoice number. The Owner understands that, except in the case of emergencies, GALVAK or its authorized representative must have reasonable opportunity to inspect the roof before any repairs are made. If the Owner elects to begin repairs prior to proper notification to GALVAK, GALVAK shall have no responsibility for those repairs and will automatically make this warranty null and void.

During the term of this warranty, GALVAK, its agents or employees, shall have free and unlimited access to the product covered by this warranty during regular business hours for the purpose of evaluating a claim. GALVAK reserves the right to discontinue or make changes to its products. If any GALVAK product is unavailable and GALVAK decides to replace any component thereof, GALVAK shall have the right to substitute materials, which it considers to be of equal quality and price.

After proper notification of a warranty claim, GALVAK shall inspect the product within thirty (30) days and GALVAK, in its sole discretion will determine validity and extent of the claim if it is covered by this limited warranty.

Within ninety (90) days, GALVAK, as its option, shall: a.) refund the original purchase price paid to GALVAK or b.) furnish replacement materials at a depreciated value on a prorated basis according to the first page of this document. It will be at the sole discretion of GALVAK to determine which action will be taken with respect to any claim under this Limited Warranty.

In no event shall GALVAK's liability exceed the lesser of the cost of replacing or restoring the defective panels.

The warranty period on any repaired or replaced product shall be for the remainder of the warranty period applicable to the original purchase.

The repair or replacement of any of the GALVAK coated products by GALVAK shall not exceed the terms of this limited warranty.

Except as set forth herein, GALVAK makes no warranties, express or implied, including, but not limited to, the warranty of merchantability or the warranty of fitness for a particular purpose, and hereby expressly denies the same. No representative of GALVAK has authority to make any representation or promises except as stated herein. Dealers, processors and installers of the GALVAK products are not authorized to extend or modify the terms of this limited warranty in any manner.

5. **Arbitration:** Unless prohibited by any applicable law, any unresolved claim, dispute or controversy arising out or related to this Warranty, at the request of either the Warrantor or the Consumer, shall be submitted to binding arbitration at Dallas, Texas pursuant to the rules of the American Arbitration Association in effect on the date that demand for arbitration is made. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

6. This warranty is tendered for the sole benefit of the original product Owner and is not transferable or assignable.

7. GALVAK's only liability and responsibility is limited to the terms and conditions of this Warranty. This Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) and condition(s) stated herein.

8. GALVAK shall not be liable for any consequential damages for breach of any express, written, oral, or implied warranty on any painted steel product. Your exclusive remedy shall be repair, replacement or refinishing solely at GALVAK's option, only on the terms stated in this certificate. Some states do not allow the exclusion or limitation of incidental or consequential damages and some states do not allow limitations on how long an implied warranty lasts, therefore, the above limitations or exclusions may not apply to you. This warranty gives you certain legal rights. Other legal rights may vary from state to state. GALVAK reserves the right to withdraw this warranty from the market at any time. Any and all warranties in effect at the time of removal will not be affected by the withdrawal, and will remain in effect until their expiration.

