

# ZM90 and ZM115 ZMAG™ Sheet Product Limited Warranties

## EXCLUSIVE WARRANTY

The below warranties apply only with respect to U. S. Steel produced **ZMAG™** coils shipped on or after January 1, 2025, United States Steel Corporation, 600 Grant Street, Pittsburgh, Pennsylvania 15219 ("Seller" or "U. S. Steel") hereby provides the following LIMITED WARRANTIES TO: \_\_\_\_\_ ("Buyer").

Seller exclusively warrants that with respect to the following:

- Seller's hot dipped Magnesium-aluminum-zinc alloy-coated **ZMAG™** sheet steel, with a coating weight of ZM90 – Chem Treat = 25 years for ISO 9223 Corrosivity Categories 1-3.
- Seller's hot dipped Magnesium-aluminum-zinc alloy-coated **ZMAG™** sheet steel, with a coating weight of ZM115 – Chem Treat = 25 years for ISO 9223 Corrosivity Category 4.

sold for use as structural members, steel building, roofing and siding panels, if erected within the continental United States, WILL NOT rupture, fail structurally, or perforate as a result of corrosion caused by exposure to normal atmospheric conditions within such period of time provided above which corresponds with each specified coating ("Warranty Period). Such Warranty Period will become effective after shipment from our mill and subject to the following provisions:

### EXCLUDED ATMOSPHERIC CONDITIONS

**This limited warranty DOES NOT APPLY to sheet exposed at any time to corrosive or aggressive atmospheric conditions, including but not limited to:**

1. Areas less than 100 meters from breaking surf (These areas are 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 or animal waste.
3. Areas subject to water runoff from lead or copper flashings or areas in metallic contact with graphite, lead, or copper.
4. Conditions/circumstances where corrosive fumes or condensates are generated or released inside the building.
5. Changes in the normal atmospheric conditions to which the sheet is exposed may be the basis for a reduction in length or invalidation of the stated warranty.

### OTHER EXCLUDED SITUATIONS/CIRCUMSTANCES

This limited warranty DOES NOT APPLY in the event of:

- A. Bends less than 2T for sheet thickness 0.031" and thicker.
- B. Slopes of the roof or sections of the roof flatter than 1/4:12.
- C. Mechanical, chemical or other damage sustained during shipment, storage, forming fabrication or during or after erection.
- D. Forming which incorporates severe reverse bending or which subjects coating to alternate compression and tension.
- E. Failure to provide free drainage of water, including internal condensation, from overlaps on all other surfaces of the sheets or parts.
- F. Failure to remove debris from overlaps and all other surfaces of the sheets or parts.
- G. Damage caused to the metallic coating by improper roll forming, scouring, or cleaning procedures.
- H. Deterioration of the parts caused by contact with green or wet lumber or wet storage stain caused by water damage or condensation.
- I. Presence of damp insulation or other corrosive materials in contact with or close proximity to the part.
- J. This warranty does not apply in the event of deterioration to the parts caused directly or indirectly by part contact with fasteners. Selection of suitable long-lasting fasteners to be used with **ZMAG™** sheet roofing and siding parts rests solely with the Buyer.

### EXCLUSIVE REMEDIES

Buyer's exclusive remedy and Seller's sole liability for breach of this limited warranty shall be limited exclusively to the cost of either repairing non-conforming parts, or at Seller's sole option, of furnishing FOB Buyer's plant sufficient sheet product to enable Buyer to fabricate replacement parts for the non-conforming parts.

### LIMITATION OF DAMAGES

THE LIABILITY OF SELLER SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY SHEET TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY.

### OTHER WARRANTIES, INCLUDING MERCHANTABILITY

THERE ARE NO WARRANTIES, PROMISES OR AFFIRMATIONS OF FACT, INCLUDING WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE OTHER THAN THOSE EXPRESSLY SET FORTH HEREIN. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING FROM ANY NON-

CONFORMING SHEET SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS SET FORTH HEREIN.

### INSPECTION AND NOTICE OF CLAIM

Buyer shall exercise diligence in inspection of material as received from Seller prior to utilization so as to mitigate expense involved in repairing, repainting or replacing non-conforming sheets. Claims for any breach of warranty must be made within the period of this limited warranty and within 30 days after Buyer discovered the non-conforming sheet; Buyer must give Seller a reasonable opportunity to inspect the material.

### DUTIES OF BUYER IN PRESENTING CLAIMS

As a condition precedent to Seller's liability hereunder, Buyer must present with his claim such records so to enable Seller to establish Seller's order number, Seller's coil number, date of shipment by Seller and the date of installation in the form of building panels or assemblies for the claimed non-conforming sheet.

Buyer shall also present such evidence that establishes any claimed non-conformance was due to a breach of the limited warranty stated herein.

### TRANSFERS, REPRESENTATIONS AND ASSIGNMENTS

This limited warranty is extended to Buyer as the original purchaser from Seller and is non-transferable and non-assignable. No rights against Seller shall be created by any purported transfer or assignment, nor shall any rights against Seller survive any transfer or assignment. Buyer or its agents or representatives shall not claim, represent or imply nor permit its customers, distributors, applicators or contractors to claim, represent or imply that this limited warranty extends or is available to parties other than Buyer, and to the limit of its legal right to do so, Buyer shall cause any party to cease and desist in any such misrepresentation. This condition shall constitute a material term of this limited warranty and its violation by Buyer shall excuse Seller from its obligations hereunder.

### WAIVER OR MODIFICATIONS OF SELLER'S RIGHTS

No terms or conditions, other than those stated herein, and no agreement or understanding, oral or written, and no course of conduct or performance, in any way purporting to modify this limited warranty or to waive Seller's rights hereunder, shall be binding on Seller unless the same be clearly set forth in a writing that expressly refers to this limited warranty and expressly refers to having such effect upon this limited warranty, and is signed by the authorized representative of Seller.

### TERMINATION

Seller reserves the right to terminate this limited warranty, except with respect to orders which it has already accepted, upon the giving of written notice thereof.

### GOVERNING LAW

The substantive law of the Commonwealth of Pennsylvania shall exclusively govern the rights and duties of the parties under this agreement.

### ENTIRE AGREEMENT

The provisions set forth herein are in lieu of and expressly supersede any other provisions irrespective of where contained. All proposals, negotiations and representations, if any, made prior to or with reference hereto are merged herein.

United States Steel Corporation Date: January 1, 2025 **ZMAG™** is a trademark of the United States Steel Corporation.