

- (3) failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel;
- (4) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or

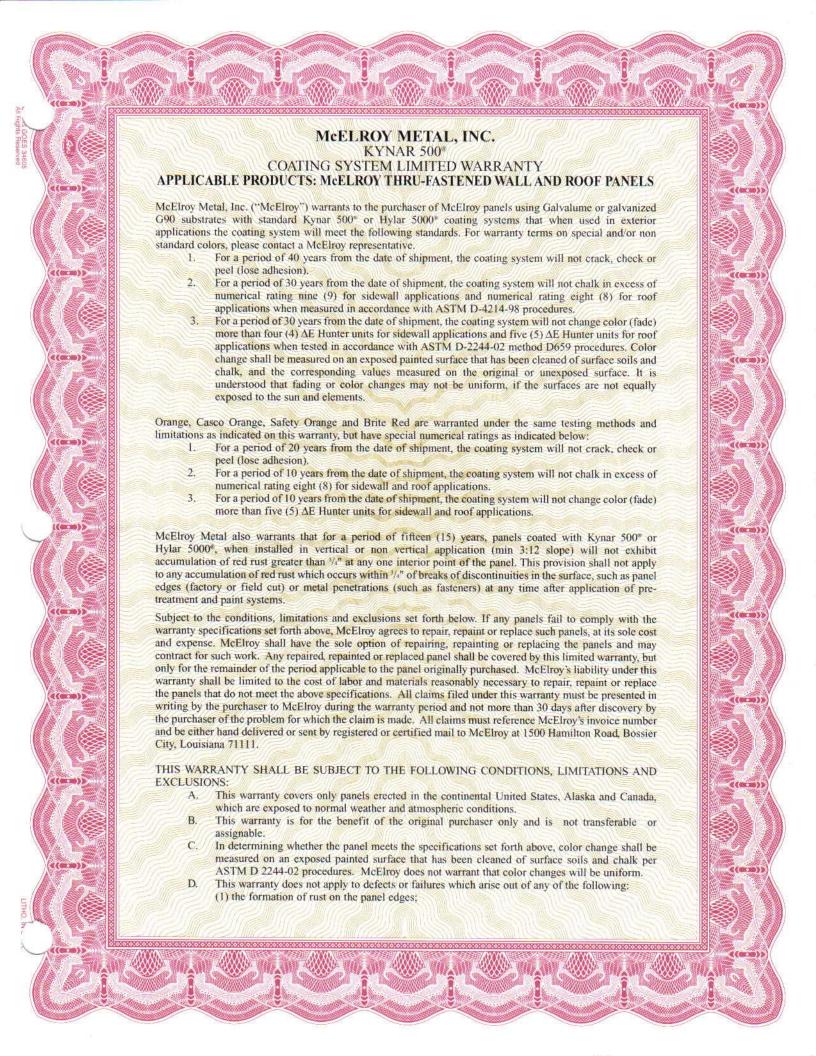
(5) failure of the metal substrate;

(6) minute fracturing which may occur in proper fabrication of the building parts;

- (7) if panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and prefinished metal panel;
- (8) abnormal corrosive atmospheric conditions. This exclusion includes, but is not limited to, contamination from external sources such as manufactured chemicals and salt spray, and internal contamination created by improper ventilation (design or operational defects) or improper housekeeping;
- (9) discontinuities in the paint film as a result of damage during installation or use of the building e.g. scratches;
- (10) design flaws that would result in moisture (water) or other foreign materials to accumulate resulting in excessive exposure to moisture or foreign material.
- E. McElroy shall have no obligations under this warranty unless and until McElroy receives payment in full for the materials furnished.
- F. The supplier of the paint coating applied to McElroy panels and the applicator of the paint coating has made certain warranties to McElroy which are same (or substantially similar) to 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 coating system warranties made to McElroy.

THERE ARE NO OTHER GUARANTEES OR WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION AS STATED HEREIN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS OF PURPOSE. McELROY METAL SHALL NOT BE RESPONSIBLE FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES (SUCH AS DAMAGES TO THE CONTENTS OR FURNISHINGS OF ANY BUILDING) OR ANY LOSS OF ANY KIND WHATSOEVER.

REV. 10/05 MM601



(2) acts of God, falling objects, external forces, explosions, fire, riots, civil commotions, acts of war, radiation, harmful gases, harmful fumes, salt atmosphere or standing water due to failure to provide adequate slope and drainage;

(3) failure to properly insulate panels from copper, lead, and other dissimilar metals, contact with damp insulation, debris, soil, vegetation, animal waste, decaying materials, wet absorptive materials, concrete or other foreign or corrosive materials from contact with or in close proximity to the panel;

(4) use in manner not intended or improper storage or handling, including but not limited to damage from condensation on the panels attributable to improper handling; or

(5) failure of the metal substrate;

(6) minute fracturing which may occur in proper fabrication of the building parts;

(7) if panels are applied without protection over lumber which has been treated with preservatives or fire resistant materials, regardless whether such treatments are present with or without the knowledge of the buyer, the owner or any other party. This exclusion shall include, but is not limited to, lumber which has been treated with pentachlorophenol, chromated copperarsenated salts, creosote, fluochrome arsenate phenol, alkaline copper quaternary, or any similar treatment for fire and rot resistance. Protection of lumber as provided for in the exclusion shall be defined as any barrier that prevents the transfer of moisture and salts between the treated lumber and prefinished metal panel;

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