**Bridger Steel’s Premium Paint System Limited Lifetime Warranty on SMP Finishes**

1. Bridger Steel, Inc. (“Bridger Steel”) warrants that Bridger Steel, Inc., SMP Paint coated metal, herein know as Bridger Steels Painted metal panels & trim, (“Coated metal panels & trim panels & trim”) and when purchased by Bridger Steel’s customer (“Purchaser”), will retain its film integrity, color and chalk as set forth in the Warranty Table below for SMP (Silicone Modified Polymer) Paint finishes with a G90 Galvanized Substrate, provided the Coated metal panels & trim have been stored, transported, formed and installed in adherence to the exclusions and limitations portion of this limited warranty.

This limited warranty applies to any **Bridger Steel’s** coated metal panels & trim panels and trim shipped after June 1, 2016 and no previous warranty shall apply to such product. The limited warranty shall extend from the date of installation of the **Bridger Steel’s** coated metal panels & trim or from a date six (6) months after coating of the metal, whichever occurs first.

**Definitions.**

1. Film Integrity shall be defined as the absence of peeling, checking, chipping or cracking, except for such crazing or slight cracking as may occur on tightly roll-formed edges or brake bends at the time of forming Coated metal panels & trim.

2. Chalk or Oxidation shall be defined as a numerical rating as warranted when measured in accordance with the standard procedures specified in ASTM D4214.

**THIS LIMITED WARRANTY IS SUBJECT TO THE FOLLOWING EXCLUSIONS AND LIMITATIONS. All of the following exclusions and limitations constitute material terms of this limited warranty and failure to satisfy any one or more of the conditions by Purchaser, its agents, or representatives shall release Bridger Steel from its obligations hereunder.**

1. **Exclusions and Limitations.**
   1. This limited warranty applies only to Coated metal panels & trim installed on buildings within the

Continental United States, Alaska, Canada, and Mexico.

* 1. Corrosion or loss of adhesion as a result of embossing or perforating the Coated metal panels & trim is not covered under this limited warranty.
  2. This limited warranty does not apply to exterior installations that are sheltered from rainfall or that do not provide drainage.
  3. This limited warranty will be null and void unless the Coated metal panels & trim has been paid for in full.
  4. This limited warranty does not apply in the event of deterioration to the Coated metal panels & trim caused directly or indirectly by contact with fasteners. Coated metal panels & trim that is improperly installed or maintained is not covered by this limited warranty.
  5. This product must not be cleaned with abrasive or chemical cleaners.
  6. This limited warranty does not cover any Coated metal panels & trim located less than one mile from a salt water and/or marine environment.
  7. Non-uniform changes in appearance that result from unequal exposure to sunlight and/or the elements are not covered by this limited warranty.
  8. This limited warranty does not cover damages or conditions resulting from circumstances beyond Bridger Steel’s control, including, without limitation, the following;
     1. Acts of God, falling objects, explosions, external forces, or fire;
     2. Damage caused by improper packaging, handling, shipping, processing, or storage of the Coated metal panels & trim prior to installation contrary to good industry practice (NCCA guidelines described in the series titled “How to Fabricate Pre-paint”);
     3. Unusual or aggressive atmospheres such as those were the Coated metal panels & trim is exposed to or contaminated with harmful or corrosive chemicals or salt spray;
     4. Standing or ponding water on the Coated metal panels & trim;
     5. Significant differences in insulation below the Coated metal panels & trim panel;
     6. Condensation or other contamination or damage attributable to improper shipping, packaging, handling, processing, or installation;
     7. Failures or damage resulting from edge corrosion;
     8. Scratching or abrading during or after installation;
     9. Prolonged contact with or removal of vegetation, dirt or gravel;
     10. Sustained exposure to animals or animal waste;
     11. Where the Coated metal panels & trim is in contact with, or subject to runoff from, lead; copper; CCA, ACQ, CA or other treated lumber; green or wet lumber; fire retardant treated shakes or shingles; or wet insulation;
     12. Mishandling of Coated metal panels & trim, including abuse, alteration, modification, improper use or storage;
     13. Damage from snow or ice removal or aggressive pressure washing; or
     14. Damage or conditions at the point(s) where materials or items such as

snow guards and solar panels are attached or adhered to the Coated metal panels & trim.

1. **Notification of claim; Right of Bridger Steel to Inspect.**

Bridger Steel must be notified within 30 days after discovery of an alleged condition giving rise to a claim, and Bridger Steel and its representatives must be allowed an opportunity to inspect and if required, obtain a sample of the Coated metal panels & trim. All decisions regarding the existence

of conditions affecting this limited warranty will be made by Bridger Steel and will be final and binding on all parties. The party notifying Bridger Steel of any defect or claim will reimburse all of Bridger Steel’s third party expenses incurred in connection with the investigation of a defect or claim if it is later determined that Bridger Steel is not responsible for the problem underlying the defect or claim. In no event will the original warranty period set forth be extended by a warranty claim.

To make a claim or obtain service under this limited warranty, the Purchaser must call Bridger Steel at 406.388.9555 or submit your claim in writing to;

Bridger Steel, Inc.

1558 Amsterdam Rd.

Belgrade, MT 59718

Attn: Warranty Claims

1. **Remedy.**

Bridger Steel’s liability for breach of this limited warranty shall be limited exclusively to cost of either repairing or replacing non-conforming Coated metal panels & trim, or at the sole option of Bridger Steel, refund the purchase price for any defective Coated metal panels & trim to the Purchaser.

Bridger Steel must approve any recoating of the Coated metal panels & trim through submission of three (3) estimates that each includes the name of the coating products to be used, labor and material costs as well as any other costs associated with the work for refinishing or replacing the Coated metal panels & trim. Bridger Steel reserves the right to approve or negotiate the contract for such recoating if the initial estimate is deemed unacceptable. In no event will the original applicable warranty period set forth in the warranty table be extended by a warranty claim.

In the event of any subsequent failure of any recoated or replaced Coated metal panels & trim, Purchaser shall first make any claims against the supplier of those replacement materials.

The warranty period for any refinished or replaced metal substrate shall be only for the remainder of the original Coated metal panels & trim’s warranty period.

This limited warranty shall automatically expire upon any change or transfer of ownership of the property on which such Coated metal panels & trim was originally installed.

1. **Maintenance.**

The Coated metal panels & trim must be washed regularly, either by sweet or tap water or by cleaning with 1/3 cup of Tide® detergent or other common detergent containing less than 0.5% phosphate dissolved in one gallon of water. A clear water rinse should follow immediately. The Coated metal panels & trim must not be cleaned with abrasive or chemical cleaners. Cleaning must include the underside of any panel overhang where the underside is exposed to the weather.

1. **General Terms and Conditions.**

This limited warranty is extended to Purchaser only and shall not inure to the benefit of any other party. Bridger Steel’s name, trademark, or limited warranty shall not to be used in any warranty given by the Purchaser to its customers. This limited warranty is non-transferable and non-assignable

by Purchaser, and Purchaser shall not permit its agents, representatives, customers, distributors, applicators, or contractors to claim, represent, or imply that this limited warranty extends to or is available to anyone other than Purchaser.

The applicable warranty period shall be limited to, and shall in no event extend beyond, the warranty period as set forth in the Warranty Table or the warranty period extended by the Purchaser to its customers, whichever is shorter. Bridger Steel reserves the right to terminate this limited warranty at any time upon thirty (30) days advance written notice, except with respect to any Coated metal panels & trim which has already been shipped to Purchaser.

EXCEPT AS SET FORTH HEREIN, BRIDGER STEEL MAKES NO OTHER WARRANTIES WITH RESPECT TO B, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR ANY OTHER WARRANTY OF QUALITY. ALL WARRANTIES OTHER THAN THIS LIMITED WARRANTY ARE EXPRESSLY EXCLUDED AND DISCLAIMED. TO THE EXTENT LOCAL LAW PROVIDES THAT IMPLED WARRANTIES MAY NOT BE EXCLUDED OR DISCLAIMED, THOSE WARRANTIES ARE LIMITED IN DURATION OF THE EXPRESS WARRANTY PROVIDED IN THIS LIMITED WARRANTY OR THE SHORTEST DURATION REQUIRED BY LOCAL LAW.

IN NO CASE WILL BRIDGER STEEL BE LIABLE TO ANY PERSON OR ENTITY FOR PROPERTY DAMAGE OR PERSONAL INJURY IN TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), CONTRACT, WARRANTY, OR OTHERWISE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, CONSEQUENTIAL OR OTHER DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGE FOR LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION,

LOSS TO THE BUILDING OR ITS CONTENTS OR ANY OTHER LOSS, REGARDLESS OF THE CAUSE OF SUCH DAMAGE AND WHETHER OR NOT CAUSED BY OR RESULTING FROM THE NEGLIGENCE OF BRIDGER STEEL, EVEN IF BRIDGER STEEL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. BRIDGER STEEL’S TOTAL LIABILITY FOR ALL

CLAIMS OF ANY KIND WILL NOT EXCEED THE LESSER OF THE PURCHASE PRICE PAID TO BRIDGER STEEL FOR THE PRODUCT IN QUESTION OR ANY REMEDY PROVIDED BY PURCHASER TO ITS CUSTOMER.

**Choice of Law.** Any disputes arising under or pursuant to the matters contemplated by this limited warranty, at Bridger Steel’s election, shall be resolved by arbitration or legal process governed by

and interpreted in accordance with the laws of the State of California, and shall have exclusive jurisdiction over any such disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance

SMP Paint Finishes

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| --- | --- | --- | --- |
| **Type of Environment of Installation** | **Film Integrity**  **(Years)** | **Color Fade (Years)**  **<5 Vertical**  **<5 Non-Vertical** | **Chalk Rating**  **≥ 8 Rating Vertical** |
| **Residential, Commercial and School** – Buildings used for habit- station, Distribution Centers, Hotels, Shopping Malls, Office Buildings, Assembly Factories and Schools located in rural or residential areas. | Lifetime | 30 | 30 years |
| **Industrial** – Steel Mills, Power Generating Stations, Oil Fields, Oil Refineries, Ore Mines, Chemical Plants, Paper Mills or other unusual environmental exposure. | No Warranty | Site Review Required | No Warranty |
| **Severe Marine** – Less than 1 mile from coastline. | No warranty | No Warranty | No Warranty |

**Notification Prior to Installation:** Purchaser must notify Bridger Steel of installations that are deemed potential Industrial and/or Severe Marine environment prior to design implementation. Bridger Steel can then evaluate the installation site and provide specific warranty coverage

before installation.

Owner:

Address:

Contractor:

Invoice Number & Date:

Inspected on(Date):\_\_\_\_/\_\_\_\_\_\_/\_\_\_\_\_\_\_ By:

Date Warranty Begins:

Date Warranty Ends :

Job Name:

Effective Date: 6/1/2017