

## 1) SUBJECT OF THE STANDARD WARRANTY

### 1.1) Definition of the parties

This warranty (hereinafter, for convenience and to all legal and contractual intents and purposes, the "Warranty"), applies to the supply by **Marcegaglia Carbon Steel S.p.A.** (hereinafter the "Supplier") to the customer (hereinafter the "Customer"), of "pre-painted" products (hereinafter "the product" or "the products"), used by customers for steel claddings, for the roofs and outer walls of buildings, for doors and gates and for various fittings.

### 1.2) Relevant standards

The Supplier declares that all the aforesaid products are designed, produced and manufactured in compliance with standards UNI EN 10346 - UNI EN 10169 - UNI NF P 34-301, with all other special and general standards which subsequently updated the aforesaid standards, and, above all, in compliance with the Italian Civil Code.

### 1.3) What the warranty actually covers

In compliance with all the standards referred to herein, the warranty specifically covers:

- **absence of holes in the steel sheet, absence of peeling or flaking of the coating**, as envisaged for the various environments and life cycle durations and for the individual products, as stated in the annexed table A, which must also be signed by both parties and is to be considered as an integral, essential part of this document.
- **the brightness and fastness of the colour**, as stated for the various products in the annexed table B, which must also be signed by both parties and is to be considered as an integral, essential part of this document.

## 2) VALIDITY OF THIS WARRANTY

### 2.1) When the warranty comes into force

This warranty takes effect from the date of signing of this document by both parties, customer and supplier, at the end of this text and in the margin of every page, and clearly supposes that the products have been consigned to or otherwise placed at the disposal of the customer.

### 2.2.) Exclusion of other warranties

From the moment when it comes into full legal force between the parties, this warranty completely replaces any other warranty previously granted to the supplier by the customer, without any reservations, limitations or exceptions.

### 2.3) Obligations on the customer

From consignment of the products, the customer shall exercise all necessary diligence in the use of the products. In particular, the customer undertakes that from the moment of consignment of the products all transport, storage, handling (also internal), washing and maintenance operations shall be carried out with diligence and skill and to proper workmanship standards, in compliance with all standards and regulations and in particular in accordance with all instructions in the documentation consigned by the supplier at the time of sale (manuals, technical information, etc.), whether said operations are performed directly or through staff of his choice.

Specifically, all products protected by peel-off film shall be stored indoors, protected from heat and/or damp and sunlight for no more than 90 days; if the processing and/or use of the products has begun, or in any other circumstances in which the products cannot be stored indoors, the protective film may be kept on the product for no more than 30 days after delivery.

The customer also undertakes to conserve all the documents relating to the products purchased: order confirmation and transport documents.

### 2.4)

The customer may not request the application of this warranty until it has made full payment of the amount billed

by the supplier for all the products; therefore, in the event of partial payment and/or payment of part of the price for the supply of products claimed to be faulty and/or defective, this warranty shall not apply and no claims may be placed against the supplier.

### 2.5)

The warranty in question shall not apply unless the customer has fulfilled all the obligations covered by this article: in the event of breach of even just one obligation, the customer shall automatically forfeit its warranty cover.

## 3) DURATION OF THE WARRANTY

The duration of this warranty is not set and constant for all products; the number of years of cover varies depending on the specific product supplied by the supplier and the environment for which it is intended, as specified in the aforesaid tables A and B, both annexed and signed as already stated, to which full reference must be made.

## 4) IN THE EVENT OF CLAIMS FOR FAULTS AND DEFECTS BY THE CUSTOMER: APPLICATION OF THE WARRANTY

### 4.1) Written notice

In the event that the customer considers the Products to be defective and/or faulty, first and foremost the said customer shall be obliged to report the faults and defects to the supplier in writing (fax, email, telegram, registered letter with return receipt) within eight days after their discovery as envisaged by art. 1495 of the Italian Civil Code. The notice shall provide at least a brief, general description of all the products' claimed faults and defects, to enable the supplier to understand the underlying problems; the report shall be dispatched, by the aforesaid forms, only to the supplier's registered office; defect notices dispatched to any location other than the registered office shall be considered null and void;

### 4.2) Loss of coverage

The customer shall forfeit all warranty cover if the aforesaid report is not dispatched within the term of eight days from the discovery of the faults and defects.

### 4.3) Exclusion of verbal notification: non validity of said form

By reason of the above and to avoid misunderstandings and guarantee transparency and clarity between the parties, no consideration shall be given to any notice of defects or faults given verbally or by telephone; any such notification shall be considered null and void and without any legal value.

**4.4) Customer’s obligation not to use the products reported as defective**

In relation to the aforesaid notification, the customer is obliged not to use the products considered to be defective and/or faulty for any reason and/or on any grounds, from the date in which the report is submitted.

The customer shall not use the said products, and shall conserve them diligently until they are inspected by the supplier’s technical representative; in all cases, the customer shall not use the products considered to be defective and faulty for a maximum period of 30 days from the date of the written notice to the supplier.

If the customer does not conserve the products, and thus if it uses them, preventing the supplier from performing the technical inspection, all warranty rights shall be forfeited.

The inspection of the products asserted by the customer to be faulty cannot and shall not in any way be considered equivalent to recognition of the faults and defects claimed; therefore, in other words, for no reason shall the customer consider the inspection by the supplier’s technical representative as a recognition under art.1495 (2) of the Italian Civil Code.

**4.5) Supplier’s obligations**

In the event that the faults and defects have been reported by the procedures and within the times stated above, and after the supplier has performed the technical inspection and judged the faults and defects to be significant on the basis of the criteria established by art.1490 of the Italian Civil Code, the supplier shall repair and /or replace and/or process and/or perform any necessary operation on the products considered by the customer to be faulty and defective, through its own staff, by means of written notice to the customer’s registered office, at its own expense (returning the products to its own premises if necessary).

The procedures adopted by the supplier shall restore the products covered by the warranty to the initial conditions of normality envisaged by the warranty itself, and to the conditions in which they were consigned, subject to normal wear and tear, in such a way that the warranty can continue its validity until the term set for its expiry.

Under no circumstances shall the procedures performed by the supplier extend the standard duration of the warranty as detailed in tables A and B; similarly, the procedures performed by the supplier shall not lead to any novation of the warranty.

**4.6) Supplier’s option**

Instead of the repair procedures referred to above, the supplier shall have the option, depending on the actual circumstances of the case, of offering the customer a sum of money considered equivalent in compensation for the recognised damage, defects and faults.

In this case the supplier shall send the sum considered appropriate to the customer’s registered office by non-transferable banker’s check, dispatched by registered letter with return receipt.

**4.7) Limitation of damages. the supplier’s liability decreases with the passing years**

Subject to compliance on the part of the customer with all the regulations and requirements set out above, the supplier’s warranty covers the compensation of damages to the maximum extent of the value in money terms of the material supplied for the construction of the surfaces claimed to be faulty and defective; in other words, the damages paid by the supplier shall never exceed the amount paid by the customer for the products to which the claim refers.

For the first five years after delivery of the products, the supplier shall pay compensation of 100%, up to the limit of the price paid as explained above.

From the sixth year, the supplier’s contribution shall be decreased on the following basis\*:

$$P = \frac{R \ 100}{Q - 5} \ %$$

Where:

**P** = payment for damages to be made by the supplier

**R** = years of the warranty remaining

**Q** = initial duration of the warranty

*\*are excluded guarantees below 5 years*

## 5) CASES IN WHICH THIS WARRANTY WILL NOT APPLY

### 5.1)

This Warranty shall not apply and thus shall not cover any damages incurred in the following cases:

- a) the customer fails to fulfil even just one of the obligations envisaged by art.2.3 as envisaged by art.2.5;
- b) the customer reports the faults and defects verbally as envisaged by art.4.3;
- c) the customer uses the products instead of conserving them as envisaged by art.4.4.
- d) the products are damaged due to external factors, such as pollution, fire, smoke, collapse of buildings, accidental emissions which cause corrosive fumes or any other circumstances of force majeure, and in more general terms, and in all cases, any cause external to the Supplier's manufacturing process and which cannot be imputed, for any reason, to the supplier.
- e) standing water;
- f) deterioration of the environment conditions from the initial specifications during the warranty period;
- g) corrosion due to the harmful nature of the atmosphere inside the building where the customer has placed the products;
- h) damage caused by negligence and carelessness and in any case by errors by the customer and/or its staff during the production process;
- i) the part of the surface affected by the claimed faults and defects does not exceed 5% of the entire surface supplied;
- l) accumulation of water due to a roof gradient of less than 5%;
- m) failures or damage resulting from corrosion at cut/bare edges or failure of the metal substrate;
- n) failure to perform maintenance (e.g.: annual washing is recommended, mainly on surfaces which do not receive rainwater).

## 6) DEFINITION OF OUTDOOR ATMOSPHERES

### a) Altitudes of 900 m above sea level or lower

#### **Unpolluted rural atmosphere:**

Atmosphere found on the outside of buildings in rural areas, with no specific pollution such as particular emissions of smoke or sulphur vapours (oil-fired heating).

#### **Normal urban or industrial atmospheres**

Atmosphere found on the outside of buildings in urban and/or industrial areas, which include one or more industrial facilities which produce gases and vapours, meaning that there is an increase in pollution but without sources of corrosion containing large amounts of chemicals.

#### **Severe urban and industrial atmospheres**

Atmosphere found on the outside of buildings in urban and/or industrial areas containing large amounts of chemicals, and a source of corrosion (industrial sites such as incinerators, distilleries and concrete and paper factories), on either a continuous or intermittent basis.

#### **Marine atmospheres**

Environment found outside buildings within 3 to 20 km from the coast;

##### **Coastal**

Environment found outside buildings within 1 to 3 km from the coast, not subject to direct attack by seawater (sea fronts).

##### **Sea fronts**

Zones in which the buildings partially or entirely built with Products may be partially or temporarily splashed by seawater;

#### **Dual Threat Atmosphere**

Environment with a combination of coastal and severe urban and industrial atmospheres.

**b) altitudes over 900 m above sea level and special atmospheres**

**Special atmosphere with strong UV radiation**

This refers to buildings subjected to strong UV radiation (especially buildings in towns at altitudes higher than 900 m above sea level and overseas zones and areas between the 37th parallel north and the 37th parallel south);

**Specific Special Atmospheres**

Environment in which the serious exposure described in a) and b) is increased and is due to specific effects such as abrasion, high temperatures, high humidity, major dust deposits, zones subject to salt water splashes, etc. ...

**7) AMENDMENTS AND/OR ADDITIONS**

Any amendment and/or addition to this contract must be made in writing on and/or following on from this text.

**8) COMPETENT COURT**

In the event of any dispute relating to the interpretation and fulfilment of this warranty, with no exceptions, the Mantua Law Court shall have sole jurisdiction.

Annexes:  
TABLES A)  
TABLE B)

List 1	List 2
Gull Grey	Anthracite Grey
Goosewing Grey	Dark Grey
Merlin Grey	Leaf Green
Mushroom Grey	Ocean blue
Moorland Green	Terracotta Brown
Olive Green	Jet Black
Pure White	Chocolate Brown
Grey White	Loam Brown
	Van Dyke Brown
	Slate Blue
	Juniper Green

For each new colour Marcegaglia shall mention the category L1 or L2 of the colour at the stage of colour matching.

**Signatures**

Customer \_\_\_\_\_

Supplier \_\_\_\_\_

Pursuant to art.1341 and 1342 of the Italian Civil Code the parties declare that they have thoroughly read and understood and specifically approve all the clauses set out above, entitled as follows: no.1) subject of the warranty; no.2) validity of this warranty; no.3) duration of the warranty; no. 4) operation of the warranty; no.5) exclusion from the warranty; no.6) definition of outdoor atmospheres; no.7) Product classes, thicknesses and UV resistance categories; no.8) amendments and/or additions; no.9) Competent court.

**Signatures**

Customer \_\_\_\_\_

Supplier \_\_\_\_\_

**TABLE A**

<b>DURATION OF THE WARRANTY</b>										
Duration of the warranty for absence of holes in the sheet steel and peeling or flaking of the coating, in years										
Within Europe, the quality requirements under the Specification document apply to building locations related to the Supply of PPGI:										
- Above 37° north parallel										
- East of 12° west longitude										
- West of 60° East longitude										
Coating on the exposed side			Outdoor environments External atmosphere- Cladding > 42' parallel North							
			Rural	Urban and/or Industrial		Marine		Special		
Marcegaglia System	Name/Resin	Thickness in µm	Not polluted	Normal	Severe	From 20 to 3 km	From 3 to 1 km (a)	Dual Threat	Strong UV	Specific
MPS200	Plastisol 200 list 1	200 µm	30	30	30	30	25	E	E	E
MPS200	Plastisol 200 list 2	200 µm	25	25	25	25	20	E	E	E

  

<b>DURATION OF THE WARRANTY</b>										
Duration of the warranty for absence of holes in the sheet steel and peeling or flaking of the coating, in years										
Within Europe, the quality requirements under the Specification document apply to building locations related to the Supply of PPGI:										
- Above 37° north parallel										
- East of 12° west longitude										
- West of 60° East longitude										
Coating on the exposed side			Outdoor environments External atmosphere- Cladding > 42' parallel North							
			Rural	Urban and/or Industrial		Marine		Special		
Marcegaglia System	Name/Resin	Thickness in µm	Not polluted	Normal	Severe	From 20 to 3 km	From 3 to 1 km (a)	Dual Threat	Strong UV	Specific
MPS200	Plastisol 200 list 1	200 µm	30	30	30	30	25	E	E	E
MPS200	Plastisol 200 list 2	200 µm	20	20	20	20	15	E	E	E

  

<b>DURATION OF THE WARRANTY</b>										
Duration of the warranty for absence of holes in the sheet steel and peeling or flaking of the coating, in years										
Within Europe, the quality requirements under the Specification document apply to building locations related to the Supply of PPGI:										
- Above 37° north parallel										
- East of 12° west longitude										
- West of 60° East longitude										
Coating on the exposed side			Outdoor environments External atmosphere- Cladding and Roofing between 42' and 37' parallel North							
			Rural	Urban and/or Industrial		Marine		Special		
Marcegaglia System	Name/Resin	Thickness in µm	Not polluted	Normal	Severe	From 20 to 3 km	From 3 to 1 km (a)	Dual Threat	Strong UV	Specific
MPS200	Plastisol 200 list 1	200 µm	10	10	10	10	10	E	E	E
MPS200	Plastisol 200 list 2	200 µm	10	10	10	10	10	E	E	E

E Warranty is not automatic. It will only be provided on request and in agreement with the producer.

(a) < 1 km on request and in agreement with the producer (not including sea fronts)

(\*) on metal coating minimum

Z275

(\*\*) For roofs between the 37th and the 42nd parallel north

**TABLE B**

<b>DURATION OF THE WARRANTY</b>										
Duration of the warranty for colour/gloss (in years)										
Coating on the exposed side			Endurance level		Geographical location					
					More than 42° lat. north		Between 37° and 42° lat. north		Between 37° lat. north and 37° lat. south	
Marcegaglia System	Name/Resin	Colour category	$\Delta E$ colour variation	Gloss retention	< 900 m	> 900 m (*)	< 900 m	> 900 m (*)	< 900 m	> 900 m (*)
MPS200	Plastisol 200	list 1	$\leq 3$	$\geq 80\%$	5	5	5	E	E	E
		list 2	$\leq 3$	$\geq 80\%$	2	2	E	E	E	E

(\*\*) The aesthetic guarantee is given only if it has already been guaranteed for the non-perforation of the metal sheets

E Warranty is not automatic. It will only be provided on request and in agreement with the producer.

(\*) <1200 m

(\*\*) Metallised paints not guaranteed

Variations in colour/gloss are relative to uniform ageing for any one exposure and facade. The colour will be measured between the exposed surface, further to washing with neutral pH soap, and the original coated unexposed surface, with CIE Lab D65 system (specular component included)