



35-YEAR LIMITED WARRANTY

AZZ Galvanizing



1535 INDUSTRIAL BLVD. JASPER, TN.37347

AZZ Galvanizing warrants that certain structural steel members of a new steel beam or truss bridge installed in a Rural Area of the United States and hot dip galvanized by AZZ Galvanizing shall be without corrosion as described in this warranty during the Warranty period.

This Limited Warranty is given to the owner of a bridge manufactured by Contech Engineered Solutions, LLC. Galvanized by AZZ Galvanizing and is subject to the terms and conditions below:

Definitions:

"Corrosion" is defined as deterioration of the galvanized base metal as described in "Hot-Dip Galvanizing for Corrosion Prevention-A Specifier's Guide, "copyright 2006, American Galvanizers Association ("AGA").

"Major defect" is defined as corrosion of a Steel Member in an area of 10 square inches or larger of a single spot when discovered: "Minor defect" is defined as a single smaller area in size than that defined as a "Major defect".

"Steel Member" is defined as a structural steel component of a bridge, including specifically a truss, floor beam, "stringer" beam, the connection beam between two stringers ("diaphragm"), and lateral brace fabricated by Contech Engineered Solutions LLC.

"Steel Member" does not include any part of a bridge floor deck or pan used to support asphalt or concrete bridge pavement (*see explanation below).

"Non-aggressive pH range" is defined as a pH no less than 5.0 to no higher than 12.5, "aggressive pH range" refers to pH levels outside of these parameters.

"Rural Area" is defined as an area normally subject to an atmosphere with a non-aggressive pH range such as that usually found in agrarian areas. The AGA describes this as "an area with relatively low level of sulfur and other emissions found in such environments".

"Warranty Period" is defined as 35 years from the date of hot-dip galvanizing of the original structural steel members.



35-YEAR LIMITED WARRANTY CONDITIONS:

- 1) AZZ Galvanizing shall not be responsible for corrosion of a Steel Member caused by:
 - a. Any inability of AZZ Galvanizing to fully galvanize such Steel Member due to unsuitable steel content, surface condition, or design as outlined in ASTM A-385 "Standard Practice for Providing High Quality Zinc Coatings (Hot-Dip)".
 - b. Any abnormal concentration or "ponding" or "pooling" of deicing materials;
 - c. Any "after galvanizing" steel repair work or alterations of the galvanized coating performed without the supervision or written approval of AZZ Galvanizing.
 - d. Any contact with un-galvanized or dissimilar metals or chemicals in the aggressive pH range;
 - e. Any impact to the steel or other abnormal conditions during erection or use;
 - f. Any improper storage prior to erection. (e.g. stacking of steel which results in "wet storage stain" and eventual "white rust").
- 2) AZZ Galvanizing shall not be responsible for:
 - a. Any change in the color of steel Members or surface stains;
 - b. Any corrosion of bolts, washers, fasteners or other material not galvanized by AZZ Galvanizing;
 - c. Any corrosion of post-galvanizing welds and adjacent surfaces.
- 3) The owner shall complete and return the Certificate supplied by AZZ Galvanizing within thirty (30) days after erection or receipt of Certificate.
- 4) The Owner shall thoroughly inspect all Structural Steel members before erection, and shall notify AZZ Galvanizing in writing of any defect within thirty (30) days after erection. Thereafter, the Owner shall notify AZZ Galvanizing in writing upon discovery of any defect covered by this warranty and shall immediately furnish photographic evidence of same upon request.
- 5) AZZ Galvanizing, per the ASTM 123 provisions, will record mil thickness readings at the time of galvanizing. The Owner shall measure the zinc remaining at exact locations as designated by the owner for subsequent readings and shall provide this information to AZZ Galvanizing at least once every four years in an inspection report which also describes the general condition of the bridge.
- 6) In the even that any provision of this warranty is or becomes invalid and/or unenforceable during the warranty period, the remaining terms and provisions hereof shall continue in full force and effect.
- 7) This warranty may only be granted or amended in writing signed by an authorized officer of AZZ Galvanizing.



35-YEAR LIMITED WARRANTY REPAIRS:

Major defects in Steel Members that occur during the warranty period shall be repaired by AZZ Galvanizing pursuant to galvanizing industry standards ASTM A123-780 as of June, 2007, in a way most cost effective to AZZ Galvanizing, at the location where such materials were erected.

In the unlikely event that a section of material experiences corrosion to the point that it is decided by mutual agreement by the Owner and AZZ Galvanizing the structural steel member must be "re-galvanized" AZZ Galvanizing will only be responsible for the stripping and re-galvanizing of the steel member in question. Any cost or delays incurred by the dismantling of the steel member in question or the shipping of steel member to AZZ Galvanizing's facility (or designate), all traffic safety regulations, equipment needed for inspection or field repair and costs other than the actual repair or rework of the Steel Member in question will not be the responsibility of AZZ Galvanizing.

Minor defects in Steel Members shall be repaired by the Owner using material supplied by AZZ Galvanizing and pursuant to AZZ Galvanizing instructions and applicable galvanizing industry standards.

Limitation of Liability:

This warranty is in lieu of and excludes all other warranties, express or implied, **including the implied warranties of merchantability and fitness for a particular purpose.** The sole and exclusive remedies of the Owner (whether against AZZ Galvanizing or any third party), and the sole and exclusive liabilities of AZZ Galvanizing, are those given in this Warranty. AZZ Galvanizing shall not be liable for any incidental, consequential or other damages of any kind whatsoever, whether any claim is based upon theories of contract, negligence, or tort.

Any claims arising out of or in connection with this warranty shall be settled solely by arbitration in Jasper, Tennessee under the Commercial Arbitration rules of the American Arbitration Association. Tennessee law governs this Limited Warranty.

THIS LIMITED WARRANTY APPLIES TO THE BRIDGE TO BE LOCATED AT:

AZZ Galvanizing Authorize Representative

Galvanizing Date



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CERTIFICATE OF OWNER OF BRIDGE FABRICATED BY CONTECH ENGINEERED SOLUTIONS LLC AND HOT-DIP GALVANIZED BY AZZ GALVANIZING.

WARNING: This certificate must be completed and returned within 30 days of erection to validate the Warranty issued by AZZ Galvanizing.

Mail to: AZZ Galvanizing
P.O. Box 609
Jasper, TN 37347

Fill in the following information/sign below:

Name of Owner of Bridge: _____

Bridge Location: _____

Date of Erection: _____

Date of Copy of Warranty Received: _____

Visible Defects: _____

We certify (1) that the above information is true and (2) that we have read and understand the Warranty, and accept all of the terms therein, including all of the rights, remedies, limitations, and exclusions.

Name of Owner (typed)

Signature of Authorized Representative

Date Signed

Please fill out, detach and return this form to AZZ Galvanizing



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***Explanation Regarding Steel Bridge Decks and Pans**

AZZ Galvanizing has never issued a warranty against corrosion of galvanized steel bridge decks and pans because the excessive use of de-icing materials can lead to absorption and ponding of chemicals in the aggressive pH range below the pavement and on top of the steel bridge deck and pans. The resulting corrosion is often not visible until major damage has occurred.

Owners can best protect their galvanized decks and pans by reducing the use of corrosive de-icing materials. It is also helpful to use pavement designed to reduce porosity. (AZZ Galvanizing suggests consulting with the provider of pavement material for porosity concerns)