

EAST COAST BUILDING & ROOFING CO.

WARRANTY

WARRANTY

AMB WARRANTY, INC.

20 YEAR WEATHERTIGHTNESS LIMITED SIGNATURE 2000 WARRANTY SERIAL NO. A2K _____ CONSTRUCTOR COMPANY

Owner BUFORD BOARD OF EDUCATION Date Roof Completed 02-25-03
 Owner's Address _____ Zip _____
 Building Name _____
 Building Location ATLANTIC BEACH, N. C. Zip _____
 Building use ADMINISTRATION
 Type of Constructor's Roof Panel INTEGRIS SYSTEM # 3
 Roof Area (Sq. Ft.) 157,000 New Squares 55 Re-trofit Squares 570
 Constructor EAST COAST ROOFING CO.
 Constructor's Address _____
 AMB Liability Amount \$314,000.00.00
 (Project Metal Roof Panel and Flashing Panel cost only of Contract Amount)

AMB LIMITED SIGNATURE 2000 WARRANTY (AMB Limited Warranty)
 For and consideration of a monetary payment paid to AMB Warranty, Inc. (hereinafter referred to as "AMB"), AMB hereby warrants that during a period in within 20 years from the above date of completion of the warranted roof system, AMB will pay all costs, to the extent of aggregate cumulative expenditure not exceeding the Aggregate Payable sum shown herein, for repairs necessary to correct any roof water entry (leak) which develop in the (Constructor Name) (hereinafter referred to as Constructor and/or (Constructor Abbreviation)) warranted roof panels, warranted flashings and warranted accessories, as applicable, which are caused by ordinary wear and tear resulting from the elements.

This limited warranty applies only to the (Constructor Abbreviation) Panel roof systems.

AMB's aggregate cumulative total liability under this limited warranty is limited to the dollar amount of the Owner's original payment made to (Constructor Abbreviation) for roof panel and roof flashing materials furnished by (Constructor Abbreviation) only and for the installation of those roof panel and roof flashing materials only. The maximum amount of liability is the lesser dollar amount of the original contract amount as designated from project records or the maximum amount of two dollars (\$2.00) per square foot of roof panel area.

TERMS AND CONDITIONS

1. This AMB Limited Warranty does not cover and AMB disclaims liability for water entry (leak)s or other problems from the following causes:
 - a. Miss-manufactured panels or product panels and product with faulty finish and/or metal composition or ingredients.
 - b. Damages to roof
 - c. Natural disasters including, but not limited to floods, lightning, hail, earthquakes, tornadoes, windstorms, gales, etc.
 - d. Structural movement or failures resulting in settling, shifting, distorting, splitting, cracking of roof decks, walls, girders, partitions, foundations, ponding of water, etc.
 - e. Improper application or failure of any component not manufactured by (Constructor Abbreviation), such as deck, roof insulation, vapor barrier, curbs, skylights, accessories or other component.
 - f. Change in the original principal usage to which the building is put, unless such change is approved in advance in writing by AMB.
 - g. Erection or construction of any additional installation on or through the roof panels or flashings after the date of completion, unless installed in a manner prescribed and accepted in writing by AMB.
 - h. Alterations of or repairs to the roof system, flashings or other roof accessories after the date of completion unless done in a manner prescribed and accepted in advance in writing by AMB.
 - i. Deterioration caused by marine salt water atmosphere or by regular spray of either salt or fresh water.
 - j. Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, fertilizer manufacturing, paper plant and the like.
 - k. Deterioration caused by corrosive or condensate of harmful substances generated or released inside the building.
 - l. Any other cause beyond the control of AMB.
 - m. Failure by Owner or lessee or other occupants to use reasonable care in roof maintenance.
2. THIS AMB LIMITED WARRANTY IS ISSUED BY AMB AND IS ACCEPTED BY OWNER IN LIEU OF ALL OTHER GUARANTIES OR WARRANTIES ON THE PART OF (CONSTRUCTOR ABBREVIATION) EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE WARRANTY OR ASSUME ANY OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS OR TRADEMARKS WHICH MAY COVER SUCH GOODS. THE CONDITIONS OF LIABILITY, RIGHTS, OBLIGATIONS AND REMEDIES OF THE PARTIES RELATING TO CLAIMS ARISING OUT OF DEFECTIVE GOODS SHALL BE GOVERNED EXCLUSIVELY BY THE TERMS HEREOF. THIS WARRANTY MAY NOT BE CHANGED ORALLY.
3. UNDER NO CIRCUMSTANCE SHALL AMB BE LIABLE FOR DAMAGES TO INTERIOR OF BUILDING, FOR CONSEQUENTIAL DAMAGE, FOR LOSS OF PROFITS OR RENTS, FOR CONTENTS OF BUILDINGS, FOR ROOF DECKS OR OTHER BASE OVER WHICH THE AMB WARRANTED ROOF SYSTEM IS APPLIED.
4. In the event water entry (leaks) from any cause should occur, Owner shall notify AMB promptly, confirming such notice in writing, within 30 days. AMB will then have the roof inspected, and if cause of the water entry (leak) is within the terms contained within this Limited Warranty, AMB will arrange for repairs. If cause of water entry (leak) is determined not to be within the terms of this Limited Warranty, AMB will not be responsible for cost of any repairs or of any materials used and the owner shall reimburse AMB for cost and expenses of the roof inspection.

5. In case repairs are required which will not be covered by the AMB Limited Warranty, including repairs which became necessary as a result of Owner's alteration, extensions or additions to the roof, AMB after having made its inspection, will consult with and advise Owner of the nature of such repairs needed to be made at Owner's expense to enable Owner to comply with specifications and procedures as then established by AMB. If such repairs are made this AMB Limited Warranty shall thereupon remain in effect for the unexpired portion of its original term. If Owner disagrees with or disregards AMB recommendation, then the services under terms of the AMB Limited Warranty with respect to the area affected shall be automatically suspended. For the purpose of this AMB Limited Warranty, "alterations" includes without limitation, installations of aerials, signs, water towers, fan housings, air-conditioning equipment, TV antennae, building expansion or additions, etc.
6. This AMB Limited Warranty shall accrue ONLY TO THE OWNER named herein. It shall not accrue to the benefit of any tenant, purchaser, successor, or assign of the original Owner without special permission. Assignment or transfer to subsequent owner(s) is possible only after inspection by AMB, completion of Warranty and/or Owner responsible remedial work, acceptance of the roof by AMB and payment to AMB of an administrative transfer fee by the Owner and in an amount applicable at the time of request. The cost of the transfer inspection and remedial work shall be borne by the owner.
7. AMB shall not have any liability or responsibility at any time for or as a consequence of any condensation or underside corrosion which is or was caused at any time by any condensation resulting from either or both of the following:
 - A. Inadequate ventilation of the attic space between the roof panel and insulation, when insulation is installed directly on top of existing roof.
 - B. The use of an inadequate vapor barrier where the insulation is installed immediately beneath the panels.

CANCELLATION

It is the policy of AMB not to suspend services under the terms of the warranty or cancel warranties after they have been issued except in cases where the roof has been damaged due to causes not covered by the warranties. Any other consideration for cancellation or suspension of services will be in strict accordance with the published policies of AMB.

This Limited Roof Warranty shall not be issued until the roof construction has fully passed third (3rd) party inspections by BenCo and is in full compliance with the Designer/Owner's plans and specifications, Constructor approved erection documents, and metal roofing industry construction standards. AMB will activate the Limited Roof Warranty after BenCo issues a Certificate of Quality Compliance, after the Warranty documents are signed by the Owner and AMB, and after the Owner's signed copy is mailed to AMB within 30 days of installation and within 180 days of shipment from the Constructor.

In witness thereof, AMB has caused this document to be executed by its authorized representative, this _____ day of _____, 200_____

AMB Warranty, Inc.

By: _____

Title: _____

Building Owner _____

By: _____

Title: _____

Date: _____

