



AMB 20 Year Limited to Installed Contract Value (LICV)

* Owner: _____ * Owner Address: _____
 * Building Name: _____ * Building Location: _____
 * Address: _____ * Building _____
 * Manufacturer of Roof System: _____ * Roof Area (Sq. _____ * Slope: _____:12
 * Roofing Contractor/Installer: _____ * Roofing Contractor/Installer C _____
 * Phone: _____ * Fax: _____ * Email: _____
 * Roofing Contractor/Installer Address: _____
 * Warranty Serial #AMB23- _____ * Project Date of Completion: _____
 * Roof Warranty Date of Expiration: _____ * Warranty Limited to Installed Contract Value: \$ _____

AMB Warranty II, LLC., (hereinafter referred to as "AMB") and the Roofing Contractor/Installer whose signature appears below (Roofing Contractor/Installer) severally warrant (See Note 1 below) to the Building Owner ("Owner"), that, subject to the express terms, conditions and disclaimers set forth below, Roofing Contractor/Installer's workmanship on the installation of the roof system (hereinafter identified as "Roof System") by AMB (See Note 2 below) will be adequate to prevent roof water leaks for a period of twenty (20) years from the date of completion of the installation of the Roof System. This Warranty will be fully satisfied by the repair of roof leaks (roof water entry) in the Roof System at LICV for roof leak repairs, and any such repairs shall carry a Warranty against leaks only for the then remaining balance of the original twenty (20) year Warranty period. **THIS WARRANTY WILL BE FULLY SATISFIED BY REPAIR OF THE ROOF SYSTEM UP TO THE INSTALLED CONTRACT VALUE (LICV) AND ANY SUCH ROOF WATER LEAK REPAIRS SHALL CARRY A WARRANTY AGAINST LEAKS ONLY FOR THE THEN REMAINING BALANCE OF THE ORIGINAL 20-YEAR WARRANTY PERIOD.**

AMB Claim Liability

The total liability of AMB under this Warranty is limited to Installed Contract Value (LICV) as to labor and material for the repair of roof leaks. AMB shall have the right to charge to the liability account all reasonable expenses (including, but not limited to, travel, per diem, field survey and/or investigation expenses, negotiations, development of reports or any type of cost involving roof leak issues) incurred in satisfying the requirements of this Warranty. Where the Claim is found to be Owner's responsibility, AMB is to be fully reimbursed by Owner, and if Owner fails to reimburse AMB in within 30-days, this subject Warranty will immediately become null and void.

The Roofing Contractor/Installer shall cause the Manufacturer's Roofing System to perform in a manner which does not allow intrusion of water from the exterior of the Roof System into the building envelope for a period of twenty-four (24) continuous months after the Date of Completion, extended by successive twenty-four (24) month periods from the date of any leaks reported or repaired within the relevant twenty-four (24) month period. In addition, the Roofing Contractor/Installer shall have the sole and exclusive responsibility to correct all erection and/or installation deficiencies in the Roof System for the duration of this 20 Year Weathertightness Limited Installed Contract Value Warranty.

Note 2: Roof System is defined as the Manufacturer's roof panels, flashing and related items used to fasten the roof panels and flashing to the building structure including roof jack and curb attachments, in writing, by Owner, AMB or Roofing Contractor/Installer.

IN NO EVENT SHALL EITHER AMB OR ROOFING CONTRACTOR/INSTALLER HAVE ANY LIABILITY FOR ANY COMMERCIAL LOSS, CLAIMS FOR LABOR, OR CONSEQUENTIAL DAMAGES OF ANY TYPE, WHETHER OWNER'S CLAIM BE BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR OTHERWISE. IT IS AGREED THAT OWNER'S REMEDIES, EXPRESSED OR IMPLIED, IN THIS 20-YEAR WEATHERTIGHTNESS LIMITED TO INSTALLED CONTRACT VALUE WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

- 1) Owner shall provide AMB and Roofing Contractor/Installer with written notice within thirty (30) days of the discovery of any leak(s) in the Roof System. Failure of the Owner to do so shall automatically relieve both AMB and Roofing Contractor/Installer of any and all responsibility and/or liability under this 20-Year Weathertightness Limited to Installed Contract Value Warranty. Upon receipt of a Warranty Claim, from either the Owner or Roofing Contractor/Installer, AMB will send a representative to the location specified for an inspection of the site.
- 2) If upon AMB's inspection, AMB determines that the leaks in the Roof System are not covered by this Warranty, the party requesting AMB's inspection shall be liable for all direct expenses incurred by AMB to conduct the roof inspection.
- 3) If upon AMB's inspection, AMB determines that the leaks in the Product are caused by defects in the AMB's Roof System material or in the workmanship of the Roofing Contractor/Installer, Roof System repair obligations shall then arise in accordance herewith, but Owner's remedies and AMB's liability shall in any event be limited to repair of the Roof System, subject to the cost limitations.
- 4) AMB shall have no liability or responsibility under or in connection with either this 20-Year Weathertightness Limited to Installed Contract Value Warranty or Roof System if any one or more of the following shall occur:
 - a) Failure by Roofing Contractor/Installer or any contractor or subcontractor to follow AMB's recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System. It shall be the Roofing Contractor's sole and exclusive responsibility to strictly follow AMB recommended installation instructions or approved specifications or drawings for the layout, design and erection of the Roof System.
 - b) If any panels or other parts are installed in a manner that does not permit drainage of water from all surfaces.
 - c) If any panels or other parts are installed to allow water to cascade on any part of the Roof System.
 - d) If roof jacks and curbs are not pre-approved by AMB.
 - e) If any flashings, roof penetrations or accessory details are installed without the written approval of AMB.
 - f) Failure to use long-life fasteners in all exposed applications.
 - g) Failure of the Roofing Contractor/Installer to have on the roof during roofing activity, employees who are skilled metal roofers, on the roof at all times during roofing activity.
- 5) The improper use of Manufacturer's seaming equipment or use of seaming equipment obtained from a party other than AMB may result in this and all warranties being voided and the engineering data for the Roof System being invalid.
- 6) Neither AMB nor Roofing Contractor/Installer shall have any liability or responsibility under or in connection with either this 20-Year Weathertightness Limited to Installed Contract Value Warranty or the Roof System, if any one or more of the following shall occur:
 - a) Deterioration caused by marine (salt water) atmosphere or regular spray of either salt or fresh water.
 - b) Corrosion caused by heavy exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer, pulp and paper mill, aviation fuel or the like or corrosion caused by contact of the panels and trim with dissimilar materials, such as copper, lead or graphite or water runoff from these materials onto the panels and trim.
 - c) Deterioration caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.
 - d) Damage on the roof caused by worker(s), other than AMB's or Roofing Contractor/Installer's workers.
 - e) Natural disaster, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building susceptible to which the Roof System is attached, lightning, hail, fire, radiation or other acts of Nature which are normally covered by hazard insurance.
- 7) If, upon installation of the Coil Product by Roofing Contractor/Installer, there are any alterations, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from AMB.
- 8) Failure to maintain the Roof System as set forth in the Manufacturer's manuals and AMB's "Preventative Maintenance Manual".
- 9) If the Contractor fails to comply with every term and/or condition stated in this 20-Year Weathertightness Limited to Installed Contract Value Warranty.
 - i) If roof leaks are due to ventilators, light transmitting panels, valley gutters, dormers, dead valleys, or penetrations of the roof associated with signs, vents, equipment, or other causes.
 - j) If the roof is attached at a tie-in to (1) an existing metal roof manufactured by another company or (2) a dissimilar roof such as a BUR or a rubber roof.
 - k) Deficiencies of the facility to which the Product is attached, such as structure, wall or foundation movement.
- 7) AMB shall have no liability or responsibility under or in connection with this 20-year Weathertightness Limited to Installed Contract Value Warranty for the Roof System in the event of a failure by any contractor or subcontractor to use all roof curbs, roof jacks, sealants, mastics, subframing, roof panels, clips and flashing provided solely by AMB [or to substitute therefore only products approved in writing in advance by AMB (if provided by the contractor or subcontractor)].
- 8) During the term of this Warranty, AMB, its representatives and employees shall have free access to the roof during regular business hours.

- 9) AMB shall not have any obligation under this 20-Year Weathertightness Limited to Installed Contract Value Warranty until final drawings of the completed roof are submitted to AMB by the Roofing Contractor/Installer and accepted in writing by AMB. Such drawings must show the exact number, size and location of all roof penetrations and roof top equipment.
- 10) This Warranty shall not become effective and AMB shall not have any obligation under any Warranty until all invoices issued by General Contractor, AMB, and the Roofing Contractor/Installer have been paid in full, in accordance with their terms, without offset, deduction or credit and all installation deficiencies listed in any AMB inspection report have been corrected and all AMB procedures have been followed.
- 11) AMB shall not be responsible for any building permits or building codes and other regulatory compliance. This is the sole responsibility of the Building Designer and/or Contractor/Installer.
- 12) Neither AMB nor Roofing Contractor/Installer shall be responsible for any consequential damage or loss to the building, its contents or other materials.
- 13) Neither AMB nor Roofing Contractor/Installer's failure at any time to enforce any of the terms or conditions stated herein shall be construed to be a waiver of such provision or of the right to exercise any right in the future.
- 14) This 20-Year Weathertightness Limited to Installed Contract Value Warranty supersedes and nullifies any and all other warranties (whether express or implied) that are either in addition to or in conflict with the terms and condition(s) stated herein. **ALL EXPRESSED OR IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL EXPRESSED OR IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE WHICH EXCEED OR DIFFER FROM THE WARRANTIES HEREIN EXPRESSED ARE DISCLAIMED BY EACH AND ALL OF SAID PARTIES AND EXCLUDED FROM THIS 20-YEAR WEATHERTIGHTNESS LIMITED TO INSTALLED CONTRACT VALUE WARRANTY.**
- 15) If the subject roof is covered by products of more than one roofing products' manufacturer, this 20-Year Weathertightness Limited to Installed Contract Value Warranty applies only to the portions of the roof which are covered solely by the Manufacturer's Roof System and its manufactured products.
- 16) Notwithstanding any other provision of this 20-Year Weathertightness Limited to Installed Contract Value Warranty, AMB and Roofing Contractor/Installer shall not have any liability or responsibility at any time or as a consequence of any condensation or underside corrosion which is or was caused at any time in part or wholly by condensation.
- 17) AMB, Contractor/Installer and Owner confirm that Roof System is made of raw and finished material, such as BUR, Modified Bitumen, Galvalume which carries a minimum 20-year durability warranty or a 25-year warranty painted panel of high quality. Further, AMB, Contractor/Installer, and Owner confirm that the warranties provide that if within this warranty period, should the roof system show evidence of checking, delaminating, cracking, blisters, peeling, chalk in excess of five CIE or Hunter units, in accordance with ASTM D2244; or excessive weathering or deterioration of the roof system resulting from defective materials and finish that the metal supplier is responsible for.

WARRANTY RESPONSIBILITY

- a) 1st through 2nd year, plus any applicable extension period(s).....Roofing Contractor/Installer Responsibility
- b) The remaining balance of the first 20 years from project start to completion of installation of the subject the Manufacturer provided Roofing Contractor/Installer has strictly followed the Manufacturer's recommended installation instructions or approved specifications of drawings for layout, design and erection of the Roof System.....AMB Responsibility
- c) This 20-Year Weathertightness Limited to Installed Contract Value Warranty is tendered for the sole benefit of the original Owner as named herein and is not transferable or assignable. AMB under special review will accept application for Warranty Transfers to subsequent Owner after reviewing application. Inspection of Roof System and any required maintenance must be attended to by Owner where AMB decides to accept or otherwise accept transfer. In any case, costs of inspection and any other expense, in addition to applicable transfer fee at time of application, will be an obligation of Owner to provide payment to AMB,
- d) Publication of this Warranty to the Owner, it becomes valid and enforceable only when signed by each Party; Roofing Contractor/Installer, Owner and AMB.

WARRANTY CANCELLATION

It is the policy of AMB to not suspend services under the terms of the Warranty Agreement or to cancel a Warranty after it has been issued in cases where the roof has been damaged due to causes not covered by the Warranty. Any other consideration for cancellation or suspension of services will be in strict accordance with this Warranty Agreement.

DISCLAIMER

DISCLAIMER: EXCEPT AS EXPRESSLY STATED HEREIN, THE ABOVE WARRANTY PROVISIONS DO NOT COVER COATINGS, PRODUCTS, ACCESSORIES, PARTS OR ATTACHMENTS THAT ARE NOT MANUFACTURED BY THE MANUFACTURER. EXCEPT AS OTHERWISE EXPRESSLY STATED, THERE IS NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND AND ANY WARRANTY, EXPRESS OR IMPLIED, IS HEREBY EXCLUDED AND DISCLAIMED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR PURPOSE. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT MANUFACTURER'S LIABILITY AND OWNER'S SOLE REMEDY, WHETHER IN CONTRACT, UNDER ANY WARRANTY, IN TORT (INCLUDING NEGLIGENCE), IN STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE AMOUNT SET FORTH IN THE MANUFACTURER LIABILITY SECTION ABOVE. UNDER NO CIRCUMSTANCES SHALL AMB BE LIABLE FOR ANY SPECIAL, INCIDENTAL, LIQUIDATED OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, PERSONAL INJURY, PROPERTY DAMAGE, DAMAGE TO OR LOSS OF EQUIPMENT, LOST PROFITS OR REVENUE, LABOR COSTS AND EXPENSES, COSTS OF RENTING REPLACEMENTS, AND OTHER ADDITIONAL EXPENSES, EVEN IF MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. MANUFACTURER WILL NOT BE

LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES AS A RESULT OF OWNER'S (OR ANY OTHER PARTY'S) NEGLIGENCE, WHETHER DEEMED ACTIVE OR PASSIVE AND WHETHER OR NOT ANY SUCH NEGLIGENCE IS THE SOLE OR PARTIAL CAUSE OF ANY SUCH DAMAGE, LOSS OR EXPENSE. IN ADDITION, UNDER NO CIRCUMSTANCES SHALL MANUFACTURER OR AMB BE LIABLE FOR ANY DAMAGES, LOSSES OR EXPENSES WHATSOEVER AS A RESULT OF ANY OTHER PARTY'S MATERIALS OR PRODUCTS WHICH CAUSE OR ALLEGEDLY CAUSE, IN WHOLE OR IN PART, DAMAGE, LOSS OR DETERIORATION TO THE MANUFACTURER'S ROOF SYSTEM.

UNDER NO CIRCUMSTANCES SHALL AMB BE LIABLE IN ANY WAY TO THE BUILDING OWNER OR ANY OTHER PARTY FOR DELAYS, FAILURE IN PERFORMANCE, OR LOSS OR DAMAGE DUE TO *FORCE MAJEURE* CONDITIONS INCLUDING, WITHOUT LIMITATION: FIRE; LIGHTNING; EMBARGO; EXPLOSION; POWER SURGE OR FAILURE; ACTS OF NATURE; WAR; LABOR OR EMPLOYMENT DISPUTES; STRIKE; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OF BREACHES OF SUPPLIERS, OR ANY OTHER CAUSES BEYOND ITS REASONABLE CONTROL, WHETHER OR NOT SIMILAR TO THE FOREGOING.

CONSENT TO JURISDICTION AND VENUE

Any party seeking to enforce claims under this Warranty hereby acknowledges and agrees that (i) all matters relating to the validity, performance, interpretation, and/or enforcement of this Warranty shall be governed by and construed in accordance with the laws of the State of Georgia, (ii) all claims, actions, proceedings or causes of action relating to the validity, performance, interpretation, and/or enforcement hereof must be submitted to a court of competent jurisdiction at City of Atlanta, in Fulton County, State of Georgia, (iii) this Warranty is capable of being performed in Fulton County, Georgia, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Fulton County, Georgia, (v) service of process may be made upon it in any legal proceeding in connection with this Warranty or any other agreement as provided by law, (vi) it irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have to the laying of venue in any litigation arising out of or in connection with this Warranty or any other agreement or transaction brought in any such court, (vii) it irrevocably waives any claims that litigation brought in any such court has been brought in an inconvenient forum, and (viii) it irrevocably consents to the service of process out of any of the aforementioned courts by the mailing of copies thereof by first class mail, Return Receipt Requested, postage prepaid, and its address set forth herein. The scope of each of the foregoing waivers is intended to be all encompassing. Each party acknowledges that this waiver is a material inducement to the agreement of each party hereto to enter into this business relationship, and that it has already relied on this waiver in entering into this Warranty. Each party warrants and represents that it has reviewed these waivers with its legal counsel, and that it knowingly and voluntarily agrees to each such waiver following consultation therewith.

WARRANTY ACTIVATION

In order to segregate and maintain for the lifetime period of time covered by this Warranty, the records and lot samples necessary to enable Roof Contractor/Installer and AMB to trace the various components manufactured for any defects alleged, AMB requires that the Owner, within 30-days from the date the Warranty is signed, email an executed copy to AMB at warranty-department@ambwarranty.com. If this requirement expires and is not met, the Warranty is voided. Following receipt of the executed Warranty Agreement, this Warranty will be activated as of the Start Date of Completion and a Warranty Certificate will be issued to the Owner.

AMB was furnished approved drawings and details (please initial): _____ YES _____ NO

AMB was furnished with existing Roofing Contractor/Installer's Certification (please initial): _____ YES _____ NO

THIS WARRANTY AGREEMENT SHALL CONSTITUTE THE ENTIRE AGREEMENT BETWEEN THE PARTIES IN RESPECT OF THE SUBJECT MATTER HEREOF. THERE ARE NO WARRANTIES, REPRESENTATIONS, COVENANTS OR AGREEMENTS, EXPRESSED OR IMPLIED, BETWEEN THE PARTIES, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS AGREEMENT. THE AGREEMENT MAY NOT BE MODIFIED IN ANY RESPECT EXCEPT IN WRITING WHICH STATES THE MODIFICATION AND IS SIGNED BY ALL PARTIES HERETO.

SAMPLE

PARTIES TO THE WARRANTY AGREEMENT

Roofer Contractor/Installer

Owner

(Company Name)

(Company Name)

By: _____
(Authorized Official Signature)

By: _____
(Authorized Official Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Date: _____

Date: _____

AMB Warranty II, LLC.

By: _____

Name: James Str

Title: President

Date: _____

SAMPLE