



AMB 25-Year Limited Aluminum Substrate Warranty

Aluminum Substrate Roof Warranty (collectively, the “Warranty”) is issued by AMB Warranty II, LLC, Alpharetta, GA (hereinafter referred to as “AMB”) to the Original Building Owner (hereinafter referred to as the “Owner”) and applies to aluminum substrate flat sheet and coil products (hereinafter referred to as the “Product”) with PVDF based coating consisting of KYNAR 500® or Hynar5000® resin which carries a minimum 25-year paint warranty (hereinafter referred to as the “Coating”) produced by the Coil Distributor and erected anywhere within the United States, including Alaska and Hawaii, and Canada.

1. Subject to the provisions contained herein, AMB warrants that during the Twenty-Five (25) Year Warranty Period the aluminum material will not perforate from corrosion.
2. This Warranty does not apply to circumstances beyond AMB’s control, including:
 - a. Product is installed beyond the water’s edge.
 - b. Interior corrosion or areas of significant differences in insulation below the metal panel.
 - c. Acts of Nature, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the roof is attached, lightning, hail, fire, radiation, or other acts of Nature which are normally covered by hazard insurance.
 - d. Unusual harmful fumes, foreign substances in the atmosphere, whether intermittent or continual submersion in standing water including liquids or solid materials, such as, dirt, debris, sand, salt, or water deposits. Failure to check against ponding water and mildew.
 - e. Areas subject to fallout exposure to corrosive chemicals, ash, fumes, cement dust, animal waste or its decomposition by-products; fallout from copper, lead, nickel, galvanic, silver mining or refining operations and carbon black.
 - f. Conditions/circumstances where corrosive fumes or condensation are generated or released inside the building.
 - g. Areas subject to water run-off from lead or copper flashing or piping or areas in contact with lead or copper or lumber containing same
 - h. Failure to maintain and clear dead areas, valleys, gutter, downspouts, and drains from accumulation of mentioned elements in 2.d. Failure to prevent physical damage caused by falling objects, such as, limbs, branches, or falling objects from nearby structures. Failure to keep branches, plants, or other materials trimmed away from surface.
 - i. Improper treatment of defects in the metal, such as, scratches, scuffs, chipping, flaking, and chalking or fading of paint, cracks or tears or from the fabrication or in areas where items, such as, snow guards or solar panels are attached / adhered to the product.
 - j. Deliberate damage, improper handling by erectors, or use of abrasive or chemical cleaners
 - k. Mishandled Products, e.g., ANY PRODUCT WHICH HAS BEEN ABUSED, ALTERED, MODIFIED, USED IN A MANNER NOT ORIGINALLY INTENDED, OR STORED CONTRARY TO MANUFACTURER/FABRICATOR’S INSTRUCTIONS
 - l. Damage caused through poor workmanship, carelessness, or error by any workers or other individuals who access the roof for whatever reason.
 - m. Product stored or installed in a way that allows for poor air circulation, standing water, or contact with animals or animal waste.
 - n. Embossing those fractures or severely stretches the film (i.e., film is diminished at the point of embossing by greater than 0.2 mils.)

3. This Warranty does not cover damage or deterioration resulting from moisture contamination or entrapment or any other contamination detrimental to the coating which occurs prior to installation of the Products, including, without limitation, contamination occurring during shipment of the Product to the jobsite or during storage at the jobsite.
4. All Warranty work will be performed by AMB, or any company, dealer, contractor, applicator, or distributor selected by AMB. Since there may be a color variance between the replacement or repainted Product and the originally installed Product due to normal weathering (i.e., exposure to sunlight and extremes of temperature and weather) of the originally installed products, this condition shall not be indicative of a defect.
5. NOT WITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, AMB's LIABILITY SHALL NOT EXCEED THE REFINISHING OR REPLACEMENT OF THE FAILED COATED MATERIAL. ANY BREACH OF THIS WARRANTY SHALL AUTOMATICALLY RELIEVE AMB OF ANY AND ALL RESPONSIBILITY AND/OR LIABILITY UNDER THIS WARRANTY. AMB SHALL NOT BE LIABLE FOR DAMAGE OR INJURY TO PROPERTY OTHER THAN THE FLAT SHEET AND/OR COIL PRODUCTS COATED WITH PVDF PAINT SYSTEMS, IN THE CONDITION AS ORIGINALLY PURCHASED. AMB, IN ALL INSTANCES, SHALL HAVE THE SOLE AND EXCLUSIVE RIGHT TO DETERMINE WHETHER OR NOT REFINISHING OR REPLACEMENT OF THE FAILED AREAS IS REQUIRED, AND TO FULFILL ITS OBLIGATION UNDER THE WARRANTY, AMB RESERVES THE RIGHT TO NEGOTIATE AND APPROVE ANY FINAL CONTRACT LET FOR REFINISHING AND REPLACEMENT AS THE CASE MAY BE.
6. This Warranty applies only to products produced by the Coil Distributor within twelve (12) months from shipment by Coil Distributor to Manufacturer/Fabricator or Contractor.
AMB is not the Manufacturer/Fabricator or Applicator of the coating warranted herein and agrees that all issues arising from or related to the coating shall be determined finally and conclusively as to Coil Distributor by the original Manufacturer/Fabricator.
7. This Warranty only applies to concealed fastener standing seam metal roofing systems and does not cover perforations in the systems caused by fasteners, rivets, or similar roof attachments whether penetrating the system or not.
8. This perforation warranty is for the benefit of the original building owner and is not transferable or assignable.
9. The laws of the State of Georgia shall exclusively govern the rights and duties of the Parties to this Warranty. Any controversy or claim arising out of or related to this Warranty, or the breach thereof, shall be brought before a court of competent jurisdiction in Alpharetta, GA under the substantive and procedural laws of the State of Georgia.

MANDATORY MAINTENANCE

Owner will need to perform mandatory maintenance as set forth in the AMB Aluminum Substrate Metal Roof Preventative Maintenance Manual. Detailed records together with copies of receipts and invoices must be kept of all maintenance. Failure to conduct mandatory maintenance and retain records will void this perforation warranty. The AMB Aluminum Substrate Metal Roof Preventative Maintenance Manual and the Owner's Perforation Warranty are available at the following link.

WARRANTY CLAIMS

For this Warranty to apply, the Owner and the Coil Distributor must retain certain records. For AMB to process a claim, AMB requires the following information: from the Coil Distributor as detailed on the AMB 25-Year Limited Aluminum Coil Distributor's Form – coil number, original purchaser of the coil, contact information of original purchaser, and date of sale; from the Owner - project name and address, coil number, purchase invoice detailing product information, detailed report of all work completed by the contractor, and date of completion of the project. Copies of receipts and/or invoices will be required for the above.

As well, Owner will need to perform mandatory maintenance as detailed in the AMB Maintenance Manual. Failure to conduct mandatory maintenance will void this perforation warranty. The AMB Aluminum Substrate Metal Roof Preventative Maintenance Manual and the AMB 25-Year Limited Aluminum Substrate Warranty are available at the following link: XXXXXXXXXXXXXXXXXXXX It is the responsibility of the Coil Distributor retain AMB 25-Year Limited Aluminum Substrate Warranty Coil Distributor's Form and to provide to the Manufacturer/Fabricator the AMB 25-Year Limited Aluminum Substrate Warranty Manufacturer/Fabricator's

Confirmation form and the AMB 25-Year Limited Aluminum Substrate Warranty Contractor's Confirmation form to ensure that the Owner is provided with the AMB link. Failure to do so may result in the Perforation Warranty being voided.

Claims under this Warranty must be presented by the Owner to AMB in writing during the warranty period and within thirty (30) days after Owner becomes aware that any warranted condition has occurred. Time is of the essence, and failure to give notice within the specified time shall discharge AMB from any obligations under this Warranty. AMB must be given a reasonable opportunity to do an on-site inspection and/or review information to determine if there is a perforation caused by corrosion failure.

Immediately, within 30 days of discovering any roof corrosion perforation, Owner is to contact AMB Customer Service with written notice describing the perforation and sending pictures of the perforation to warranty-department@ambwarranty.com. If the situation is urgent, call (770) 664-5310. Failure to contact AMB within 30 days will void the Perforation Warranty. Owner is not to allow any repairs that are not pre-approved by AMB. Failure to obtain pre-approval from AMB for any repair will void the Perforation Warranty.

DISCLAIMER

THIS WARRANTY IS GIVEN AS THE SOLE AND EXCLUSIVE WARRANTY AND EXCLUSIVE REMEDY BY OR AGAINST AMB AND NO OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR PURPOSES ARE MADE, AND ANY SUCH OTHER WARRANTIES ARE EXPRESSLY DISCLAIMED. THERE ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS INSTRUMENT. COIL DISTRIBUTOR WAIVES THE BENEFIT OF ANY RULE THAT THE DISCLAIMERS OF WARRANTY SHALL BE CONSTRUED AGAINST AMB AND AGREES THAT THE DISCLAIMERS IN THIS INSTRUMENT SHALL BE CONSTRUED LIBERALLY IN FAVOR OF AMB. AMB SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES. AMB HEREBY DISCLAIMS ALL LIABILITIES FOR DAMAGES BASED ON THEORIES OF NEGLIGENCE AND STRICT PRODUCT LIABILITY. THIS WARRANTY IS EXTENDED TO COIL DISTRIBUTOR ALONE AND NO OTHERS, IS NON-TRANSFERABLE AND NON-ASSIGNABLE AND MAY NOT BE ENLARGED IN ITS SCOPE BY ANY REPRESENTATIVE, SALESPERSON, AGENT, OR OTHER EMPLOYEE OF AMB. THE COIL DISTRIBUTOR SHALL NOT PERMIT ANYONE TO CLAIM OR IMPLY THAT THIS WARRANTY EXTENDS OR CAN BE "PASSED THROUGH" TO ANYONE OTHER THAN THE COIL DISTRIBUTOR. THIS PROVISION IS A MATERIAL TERM OF THIS WARRANTY AND ITS VIOLATION OR BREACH BY COIL DISTRIBUTOR OR ANY OF COIL DISTRIBUTOR'S AGENTS OR REPRESENTATIVES, SHALL VOID AND CANCEL THIS WARRANTY FOR ALL PURPOSES. THE LIABILITY OF AMB SHALL NOT EXTEND TO PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF PROFIT, DELAY OR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM THE FAILURE OF ANY PRODUCT OR COATING TO CONFORM WITH THE PROVISIONS OF THIS LIMITED WARRANTY. AMB SHALL NOT IN ANY EVENT BE LIABLE TO THE COIL DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY FOR ANY ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSES AND/OR LIABILITIES ARISING FROM OR RELATED TO THE DESIGN, USE OR FAILURE OF THE PRODUCT OR COATING, FOR THE INTERRUPTION OF THE COIL DISTRIBUTOR'S OPERATIONS OR BUSINESS, FOR THE COST OF LABOR EXPENDED BY OTHERS ON ANY DEFECTIVE PRODUCT OR COATING OR FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER OR LOSS OF PROFIT OR OTHER FINANCIAL LOSS ARISING OUT OF THE USE OR FAILURE OF THE PRODUCT OR COATING, EVEN IF AMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH ACTIONS, CLAIMS, CAUSES OF ACTION, DAMAGES, EXPENSE, LOSS AND/OR LIABILITIES, WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE TO ANYONE BY REASON OF THE FACT THAT SUCH PRODUCT OR COATING SHALL HAVE BEEN DEFECTIVE. THE WARRANTY MAY NOT BE MODIFIED IN ANY RESPECT EXCEPT IN WRITING WHICH STATES THE MODIFICATION AND IS SIGNED BY ALL PARTIES HERETO.

PARTIES TO THE WARRANTY

Building Owner:

(Company Name)

By: _____
(Authorized Signature)

Name: _____
(Print Name)

Title: _____

Date: _____

AMB Warranty II, LLC:

By: Jim Stuart
Jim Stuart

Title: President

Date: 11/01/2023