



AMB 20 Year No Dollar Limit (NDL) Weathertightness Warranty Agreement

* Owner: _____ * Owner Address: _____

* Building Name: _____ * Building Location: _____

* Address: _____ * Building Use: _____

* Fabricator of Roofing System: _____ * Roof Area (Sq. Ft.): _____ * Slope: _____ :12

* Roofing Contractor/Installer: _____ * Roofing Contractor/Installer Contact: _____

* Phone: _____ * Fax: _____ * Email: _____

* Roofing Contractor/Installer Address: _____

* Warranty Serial: AM19- _____ * Project Date Completion: _____

* Roof Warranty Date of Expiration: _____

AMB WARRANTY II, LLC (hereinafter referred to as “AMB”), the Roofing Contractor/Fabricator, and the Roofing Contractor/Installer whose signatures appear below severally warrant (See Note 1 below) to the original 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 the Roofing Contractor/Fabricator (hereinafter referred to as the “Fabricator”) (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 Weathertightness Warranty will be fully satisfied by the repair of roof entry leaks (hereinafter known as “roof leaks”) in the Roof System at NDL for roof water leak repairs, and any such repairs shall carry a Warranty against roof 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 AND ANY SUCH REPAIRS SHALL CARRY A WARRANTY AGAINST ROOF WATER LEAKS ONLY FOR ANY THEN REMAINING BALANCE OF THE ORIGINAL 20-YEAR WARRANTY PERIOD.**

AMB Claim Liability

The total Claim Liability of AMB under this Warranty is a NDL 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, inspection 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.

Note 1: The Roofing Contractor/Installer shall cause the Fabricator’s Roof 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 Liability Warranty.

Note 2: Roof System is defined as the Fabricator’s furnished roof panels, flashing and related items used to fasten the roof panels and flashing to the building structure including roof jack and curb attachments preapproved, in writing, by Owner, AMB and 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 LIABILITY WARRANTY ARE OWNER'S EXCLUSIVE REMEDIES.

TERMS, CONDITIONS, LIMITATIONS

- 1) Owner and/or Roofing Contractor/Installer shall provide AMB with written notice within thirty (30) days of discovery of any leak(s) in the Roof System. Failure to do so shall automatically relieve AMB of any and all responsibility and/or liability under this 20-Year Weathertightness Limited Liability Warranty.

- 2) Upon receipt of a Warranty Claim from either the Owner or Roofing Contractor/Installer, AMB will invoice the party submitting the Warranty Claim for all direct expenses that AMB will incur to conduct the roof inspection and upon receipt of payment, AMB will send a representative to the location specified on this Warranty for an inspection of the site.
- 3) If upon AMB's inspection, AMB determines that the leaks in the Roof System are caused by defects in the Manufacturer's material. Fabricator's Roof System, 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 set forth above. Further limitations are provided in paragraphs 4, 5, 6 and 7 below.
- 4) AMB shall have no liability or responsibility under or in connection with either this 20-Year Weathertightness Limited Liability 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 any material or equipment Manufacturer's and 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 material and equipment Manufacturer's and AMB's recommended installation instructions and 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 modified 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, for the product being installed, employees who are skilled metal roofers on the roof at all times during roofing activity.
- 5) The improper use or failure to follow installation instructions of the Manufacturer of the roll-forming and seaming equipment may result in this and all warranties being void 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 Liability Warranty or the Roof System, if any one or more of the following shall occur:
 - a) Deterioration caused by marine (salt water) atmosphere or by regular spray of either salt or fresh water.
 - b) Corrosion caused by heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, 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 disasters, such as, hurricanes, earthquakes, extraordinary winds, winds which detach from the facility any part of the building substrate to which the Roof System is attached, lightning, hail, fire, radiation or other acts of Nature which are normally covered by hazard insurance.
 - f) If, after installation of the Roof System 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.
 - g) Failure to maintain the Roof System as set forth in AMB's "Installation Manual" and AMB's "Preventative Maintenance Manual".
 - h) If Owner fails to comply with every term and/or condition stated in this 20-Year Weathertightness Limited Liability 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 roof leaks are 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 Roof System 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 Liability 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, sub framing, roof panels, clips and flashing provided solely by Fabricator and approved 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 Liability Warranty until final drawings of the completed roof are submitted to the Fabricator and 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 material Manufacturer, Fabricator, 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 code 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 damages or loss to the building, its contents or other materials.
- 13) Neither AMB's, Fabricator's 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 Liability Warranty supersedes and is in lieu of any and all other warranties (whether express or implied) that are either in addition to or in conflict with the term(s) or 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 LIABILITY WARRANTY.**
- 15) If the subject roof is covered by products of more than one roofing material manufacturer, this 20-Year Weathertightness Limited Liability Warranty applies only to those portions of such roof which are covered solely by this Fabricator's Roof System and its fabricated products.
- 16) Notwithstanding any other provision of this 20-Year Weathertightness Limited Liability Warranty, AMB, Roofing Contractor/Installer, and Fabricator 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 in part or wholly by condensation.
- 17) Roofing Contractor/Installer confirms that all accessories, fasteners, underlayment and seaming equipment have been supplied or approved by the Fabricator and approved by AMB.
- 18) Fabricator, Roofing Contractor/Installer and Owner confirm that Roof System is made of Galvalume which carries a minimum 20-year manufacturer's durability warranty; underlayment that carries a minimum 20-year manufacturer's material warranty; and coil painted with pvdf paint coating that carries a minimum 25-year warranty. Further, Fabricator, Roofing Contractor/Installer, and Owner confirm that these 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 excess weathering due to deterioration of the roof system resulting from defective materials and finish, the metal manufacturer is responsible.

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 date of completion of installation of the subject Fabricator's Roof System stated herein provided Roofing Contractor/Installer has strictly followed material and equipment Manufacturer's and AMB's recommended installation instructions and approved specifications of drawings for the layout, design and erection of the Roof System
.....AMB's Responsibility
- c) This 20-Year Weathertightness Limited Liability 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 completion of any required maintenance to by Owner where AMB decides to accept or not to accept transfer. In any case, costs of inspection and any other expense in addition to applicable transfer fee at time of application, will be the obligation of Owner.
- d) After publication of this Warranty to the Owner, it becomes valid and enforceable only when signed by each Party: Fabricator, Roofing Contractor/Installer, Owner and AMB.

WARRANTY CANCELLATION

It is the policy of AMB not to suspend services under the terms of the Warranty Agreement or to cancel a Warranty after it has been issued except 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 APPROVED 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 AMB HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. AMB 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 MATERIAL MANUFACTURER'S METALS 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 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 GOD; WAR; LABOR OR EMPLOYMENT DISPUTES; STRIKE; CIVIL DISTURBANCES; ACTS OF CIVIL OR MILITARY AUTHORITY; INABILITY TO SECURE MATERIALS, FUEL, PRODUCTS OR TRANSPORTATION FACILITIES; ACTS OR OMISSIONS 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) any and 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 Georgia 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 of 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 Certified 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 a business relationship, and that each 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 the Warranty, the records and lot samples necessary to enable Fabricator, Roofing 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 this Warranty agreement is signed by AMB, to email an executed copy of this Agreement to AMB at warranty-department@ambwarranty.com before 30-day requirement expires and voids claim. Following receipt of the executed Warranty Agreement, this Warranty will be activated as at the Project 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 executed Roofing Contractor/Installer's Certification (please initial): _____ YES _____ NO

THIS WARRANTY AGREEMENT WILL 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.

PARTIES TO THE WARRANTY AGREEMENT

Roofing Contractor/Installer

Owner

(Company Name)

(Company Name)

By: _____
(Authorized Official Signature)

By: _____
(Authorized Official Signature)

Name: _____
(Print Name)

Name: _____
(Print Name)

Date: _____

Date: _____

Roofing Contractor/Fabricator

AMB WARRANTY II. LLC

(Company Name)

(Company Name)

By: _____
(Authorized Official Signature)

By: _____
(Authorized Official Signature)

Name: _____
(Print Name)

Name: James Stuart

Date: _____

Title: President

Date: _____