

20 YEAR LIMITED WARRANTY AGREEMENT

Contractor: _____ Armor Building Solutions LLC ("Contractor")

Owner(s): _____

Address of Project: _____

Contractor is pleased to provide a warranty as follows:

NOTICE

This warranty is in lieu of any other warranty, express or implied. Any implied warranties, including but not limited to, the implied warranty of merchantability, fitness for a particular purpose, habitability, and any UCC warranties are waived.

This warranty shall be null and void and Contractor shall not be liable for any damages or expenses, if the Owner does not first grant Contractor access to the premises and the opportunity of Contractor to inspect, correct, or replace alleged defective items, before Owner incurs expenses or has work done by a replacement contractor.

WHAT IS COVERED

Contractor warrants that the improvements constructed are reasonably free of defects and within customary tolerances of construction industry. "Customary tolerances of the construction industry" means tolerances common and expected in the construction industry and guaranteed to be performed by a skillful and professional contractor. This warranty also covers work under customary tolerances for all subcontractors and other trades people under contract with the Contractor, including the crew of the Contractor.

Contractor further warrants and guarantees that the work reasonably conforms to the requirements of the contract documents, drawings, plans, and specifications. If any defects are found, contractor shall repair or replace any of the alleged defective work at its cost. The work to be corrected will be the particular part or area that is defective. Contractor shall start corrective work within a reasonable time after written notice from the owner. Contractor shall have the option of repairing or replacing, at its election.

Contractor further warrants that title to all work, materials, and equipment, used or incorporated in the project, will pass to Owner upon final payment, free of all liens.

WARRANTY TERM

This Warranty, as well as the statute of limitations for any claim of damages for defective work or materials, is one year from substantial completion, defined as the earlier of: 1) the date of final acceptance by the building inspection department, or 2) the date Owner first moves into the property.

In the event of a defect in the warranted product not caused by Exclusions (See Below) so long as the warranty holder is not then in default or under any obligation, Armor Building Solutions, LLC will repair or replace the warranted parts or product within a reasonable amount of time and according to the following terms:

- (a) If there is a failure or defect within the 1st year, materials and labor will be free of charge.
- (b) If there is a failure or defect after 1 year from the date of installation, all applicable service call charges to include travel, labor and special equipment (i.e. scaffolding, etc.) will be charged at the normal rate.
- (c) If there is a failure or defect after the 1st anniversary of the installation but prior to the 5th anniversary of the installation date, parts will be provided for free.
- (d) If there is a failure or defect after the 5th year of the anniversary date of the installation, but before the 10th year, materials will be charged at 50% of the material price.
- (e) If there is a failure or defect after the 10th year of the anniversary date of the installation, but before the 15th year, the materials will be charged at 75% of the material price.
- (f) If there is a failure or defect after the 15th year of the anniversary date of the installation, but before the 20th year, the materials will be charged at 90% of the material price.

TRANSFERABILITY

This warranty applies to the original owner only and may not be transferred to any subsequent owner.

EQUIPMENT, MATERIAL, AND APPLIANCES

Contractor hereby assigns (to the extent they are assignable) and conveys to Owner all manufacturers and suppliers' warranties, together with operating instructions if available, on all goods, material, equipment and appliances provided to Contractor.

Contractor has provided certain material, equipment, appliances, and goods that have been manufactured and or furnished by third party vendors, supply houses, lumberyards, distributors, and manufacturers ("products"). Contractor will use its best efforts so that such products are new and purchased from reputable suppliers. Contractor also agrees to properly install such materials.

In the event a product is considered defective by the Owner, contractor shall use its best efforts to contact the supplier or manufacture and receive a free replacement. Contractor shall then within a reasonable time reinstall that new product without charge.

HOW TO OBTAIN SERVICE

If a problem develops during the warranty period, Owner shall notify Contractor in **writing** of the specific problem. Owner shall give such notice promptly after first discovering the condition. A written statement of the problem should include a specific description of the nature of the problem. Contractor will begin performing the obligations under this warranty within a reasonable time of receipt of such a request and will diligently pursue these obligations. The owner is responsible to provide proof of move in date and/or certificate of final inspection (COA).

Repair work will be done during Contractors normal working hours, except where delay will cause additional damage. Owner also agrees to provide the presence (during the work) of a responsible adult with the authority to approve the repair and sign an acceptance of repair on completion.

Upon receipt of written notification of a defect that is covered under this warranty, Contractor will repair or replace such items(s), at no charge to Owner, within a reasonable time (longer if weather conditions, labor problems, or material shortages cause delay). There shall be no charge for the costs and expenses of examination or inspection by the Contractor, whether not a defect is found or later repaired or replaced. The work will be done either by Contractors crew or whatever competent workmen or subcontractors are designated by Contractor.

Contractor has sole discretion as between repair or replacement. All efforts shall be made for a reasonable match, and to repair or replace in the event the original item is no longer available.

If the Owner is required to purchase and install more valuable materials than originally provided in the contract in order to correct any defects, the Owner may not recover the extra value of such better material.

REMEDIES

In the event an arbitration or court proceeding is commenced against the Contractor, the cost to repair or replace, including the reasonable cost of additional inspections, shall not exceed 150% of the cost offered by expert testimony from the Contractor. However, in the event the repair or replacement would be 1) unduly expensive, 2) result in excessive damage to other components, or 3) cause economic waste, the measure of damages shall be the diminution in value between the value of the actual project and the value the project would have been if built as warranted.

With respect to any claim asserted by Owner, it is understood there is no right to recover or request compensation for: incidental, indirect, special, consequential, secondary, or punitive damages; loss of use; diminution in value; rental costs; moving costs; delay in occupancy; construction, mortgage, loan, or line of credit interest charges; mortgage interest rate increases; lost profits or income; medical costs; damages for mental distress,

aggravation, personal injury; or pain and suffering.

Owner should notify Contractor within a reasonable period after first knowledge of a problem, not to exceed 60 days from installation. To be covered, the physical signs of the problem must be observable and have started to cause damage before the one-year period expires.

WHAT IS NOT COVERED

Equipment, Material, and Appliances

Contractor did not manufacture such products. Contractor warrants its services and workmanship only. Accordingly, contractor cannot warrant or guarantee these products themselves. Owner's sole remedy for defective products, other than the obligation of Contractor to replace same, is against such third-party vendors and their warranties, if any. This limitation still applies and a warranty is not deemed made, even if Contractor has furnished owner with product brochures, literature, or samples. Nor shall Contractor be liable for dangerous products, design defects in products, or defective warnings. However, Contractor shall lend assistance in settling any claim resulting from defects in these products.

If owner or agent (for example architect or engineer), specifies any particular material, equipment, or appliance, the owner's implied warranty of the specifications supersedes any express warranty by Contractor.

The same rules shall apply to substituted material, whether at the request of the Owner or Contractor. In the event such substituted material is defective, Owner's sole remedy shall be against the supplier or manufacturer alone.

Contractor will not be liable for latent defects in any product (not observable on reasonable inspection).

Other Exclusions

This limited warranty does not cover the following items:

1. Damage or defects caused by the failure to maintain any item or keep it in good working order and/or proper maintenance.
2. As a result of unforeseen site conditions occurring beyond Contractor's control.
3. Damage resulting from fire, freezing, storms, electrical malfunction or surge, lightening, earthquake, pest damage, acts of God, or other unforeseen causes or accidents.
4. Damage from alterations, misuse, relocation, or abuse by any person; ordinary wear and tear; or problems caused by lack of maintenance at address on page 1 of 5.
5. Damage resulting from your failure to observe any operation instructions furnished at the time of installation and failure to fully deploy or utilize products installed.
6. Any item furnished, installed, modified, altered, or repaired by you or any other person other than Contractor.
7. Any appliance, piece of equipment, material, or other item that is a consumer product under the Magnuson-Moss Warranty Act, 15 U.S. Code, '2301 et. seq.
8. This warranty is not valid unless the contract is paid in full and a copy of this signed document is on file at Armor's main office.
9. Any loss, injury, or damage attributable to the subsidence or movement of land as a result of landslide, mud flow, flooding, water infiltration or damage, earth sinking or shifting, or expanding or contracting.
10. Bodily injury or property damage relating to pollutants or toxics.

11. Conditions resulting from condensation on, expansion of, or contraction of materials.
12. Problems which arise in an attempt to match existing materials. There are limitations inherent in the matching of existing materials such as stucco, drywall, paint, wood, tile, flooring, concrete, and the like. Exact duplication in matching, texture, and color cannot be guaranteed. Variations within industry tolerances will be considered acceptable.
13. Pre-existing conditions of the structure or its components.
14. The contractor's statements of opinion, comments, affirmation of value or functionality, product descriptions, or instruction for use, of the work or materials furnish shall not be considered a warranty.
15. Problems associated with the Owner or its agents (architect or engineer) failing to provide an adequate design, plans, or specifications, or failing to exercise professional care.
16. Delays caused by factors beyond the control of the Contractor. Owner warrants that work can be performed as called for by any owner-mandated schedule.
17. Delays due to the unavailability of material. The owner warrants the commercial availability of any specified single source product.
18. Implied warranties derived from any course of dealing or usage in the trade, other than as expressly stated herein.
19. If there are plans, specifications, or drawings by design professionals or the Owner, those persons impliedly warrant that the resulting structure and its component's will be suitable for the particular purpose for which they were intended. The same applies to substitute material approved by the Owner.
20. Owner agrees to provide Contractor, or it's representative, access to the premises and the first opportunity of repairing or replacing any defective items. If Contractor is not given that opportunity, any expenses incurred by another contractor without Contractor's knowledge and consent will be at Owner's expense.

COMPLETE AGREEMENT

This warranty constitutes the entire integrated agreement and understanding of the parties as to any causes of action for losses, expenses, or damages under warranty, workmanship, or construction material/product defect issues, and supersedes as well as preempts any oral statements or representations by Contractor or its agents, before or after signing the contract.

Dated: _____
(Contractor's signature)

Dated: _____
(Owner's signature)

Dated: _____
(Owner's signature)

Note: In order for this warranty to be in effect the original owner needs to sign and date this document and provide a copy of record to: Armor Building Solutions LLC, 631 Red Oaks Ln, Ridgeland SC 29936.