



Limited Warranty

Elevate Structures hereby warrants the buildings constructed at _____ against defective workmanship and weathertightness for a period of ____ years from the date of substantial completion (_____), Elevate Structures warrants to the Building Owner the following : that the roof panels, flashing, and related items, used to fasten the roof panels and flashing to the roof structure will not allow intrusion of water from the exterior of the roof system into the building envelope, when exposed to ordinary weather conditions and ordinary wear and usage.

TERMS, CONDITIONS, LIMITATIONS

1. Owner shall provide Elevate Structures with written notice within thirty (30) days of the discovery of any leak(s) in the roofing system.

2. Elevate Structures shall not have any liability or responsibility if any of the following shall occur:

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.

Deterioration caused by condensation, any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building.

Damage caused by worker(s), other than Elevate Structures workers, on the roof.

If there are any alterations or additions, such as, but not limited to, structures, fixtures or utilities being placed upon or attached to the roof without prior written authorization from Elevate Structures.

Deficiencies in or water infiltration from other building materials adjacent to or in contact with the roof system.

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 God which are normally covered by hazard insurance.

If roof leaks are due to ventilators or light transmitting panels.

3. This Warranty shall not become effective and Elevate Structures shall not have any obligation under any warranty until all invoices have been paid in full, in accordance with their terms, without offset, deduction or credit.

4. Elevate Structures shall not be responsible for any consequential or punitive damages or loss to the building, its contents or other materials.

5. Elevate Structures failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision or of the right to exercise any right in the future.

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 in Villa Rica, Carroll County, Georgia, (iii) this Warranty is capable of being performed in Carroll County, Georgia, (iv) it irrevocably submits itself to the jurisdiction of the state and federal courts in Carroll 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.