

VENDOR CONTRACT

Between

A-Lert Roof Systems

and

(List Vendor or Company Name)

THE INTERLOCAL PURCHASING SYSTEM (TIPS/TAPS)

For

ROOFING

The following pages will constitute the contract between the successful vendors(s) and TIPS/TAPS. Bidders shall state, in a separate writing, and include with their proposal response, any required exceptions or deviations from these terms, conditions, and specifications. If agreed to by TIPS/TAPS, they will be incorporated into the final contract. NOTE: The award of this contract to vendor is made following all requirements to meet the Competitively Bid Procurement Laws.

The Vendor Contract ("Contract") made and entered into by and between The Interlocal Purchasing System (hereinafter referred to as "TIPS/TAPS" respectfully) a government cooperative purchasing program authorized by the Region VIII Education Service Center, having its principal place of residence at 4845 North US Hwy 271, Pittsburg, Texas 75686. This contract consists of the provisions set forth below, including provisions of all Attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any Attachment, the provisions set forth shall control.

1. General Terms and Conditions

1.1. Freight

All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

1.2. Warranty conditions

All supplies equipment and services shall include manufacturer's minimum standard warranty unless otherwise agreed to in writing. Vendor shall be an authorized dealer, distributor or manufacturer for all products. All equipment proposed shall be new unless clearly stated in writing. (Or for commodity category appropriate for refurbished equipment, products may be "refurbished" but must be clearly represented as refurbished.)

1.3. Customer support

The Vendor shall provide timely and accurate technical advice and sales support to TIPS/TAPS staff and TIPS/TAPS participants. The Vendor shall respond to such requests within one (1) working day after receipt of the request. The Vendor shall provide free training to TIPS/TAPS staff regarding products and services supplied by the Vendor unless otherwise clearly stated in writing. (Unless training is a line item sold or packaged and must be purchased with product.)

1.4. Contracts

All contracts and agreements between Vendors and TIPS/TAPS Members shall strictly adhere to the statutes that are set forth in the Uniform Commercial Code as most recently revised.

Contracts for purchase will normally be put into effect by means of a purchase order(s) executed by authorized agents of the participating government entities.

Davis Bacon Act requirements will be met when Federal Funds are used for construction and/or repair of buildings.

1.5. Tax exempt status

A taxable item sold, leased, or rented to, or stored, used, or consumed by, any of the following governmental entities is exempted from the taxes imposed by this chapter: (1) the United States; (2) an unincorporated instrumentality of the United States; (3) a corporation that is an agency or instrumentality of the United States and is wholly owned by the United States or by another corporation wholly owned by the United States; (4) the State of Texas; (5) a Texas county, city, special district, or other political subdivision; or (6) a state, or a governmental unit of a state that borders Texas, but only to the extent that the other state or governmental unit exempts or does not impose a tax on similar sales of items to this state or a political subdivision of this state. Texas Tax Code § 151.309.

1.6. Assignments of contracts

No assignment of contract may be made without the prior written approval of TIPS/TAPS. Payment can only be made to the awarded Vendor or vendor assigned dealer.

1.7. Disclosures

- 1.7.1.** Vendor affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.
- 1.7.2.** Vendor shall attach, in writing, a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in the TIPS/TAPS program.
- 1.7.3.** The vendor affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

1.8. Renewal of Contracts

All contracts are for a period of one (1) year with an option for renewal for 2 consecutive years before this category is subject to public bid. (Except the Commodity Category of Trades, Temporary Labor and Materials will be a 12 month contract with No Option for Renewal. Trades, Temporary Labor and Materials will go to public bid every 12 months.)

1.9. Shipments

The Vendor shall ship ordered products within five (5) working days after the receipt of the order. If a product cannot be shipped within that time, the Vendor shall notify TIPS/TAPS and the requesting entity as to why the product has not shipped and shall provide an estimated shipping date, if applicable. TIPS/TAPS or the requesting entity may cancel the order if estimated shipping time is not acceptable.

1.10. Invoices

The Vendor or vendor assigned dealer shall submit invoices, to the TIPS/TAPS participant. Each invoice shall include the TIPS/TAPS participant's purchase order number. The shipment tracking number or pertinent information for verification of TIPS/TAPS participant receipt shall be made available upon request. The Vendor or vendor assigned dealer shall not invoice for partial shipments unless agreed to in writing in advance by TIPS/TAPS and the TIPS/TAPS participant.

1.11. Payments

The TIPS/TAPS participant will make payments directly to the Vendor or vendor assigned dealer at net 30 days after receiving invoice.

1.12. Pricing

The Vendor contracts to provide pricing to TIPS/TAPS and its participating governmental entities that are the lowest pricing available to like cooperative purchasing customers and the pricing shall remain so throughout the duration of the contract. The Vendor agrees to not sell to TIPS/TAPS members at a price lower than can be obtained thru the TIPS/TAPS contract.

The Vendor agrees to promptly lower the cost of any product purchased through TIPS/TAPS following a reduction in the manufacturer or publisher's direct cost to the Vendor. Price increases will be honored. However, the Vendor shall honor previous prices for thirty (30) days after written notification to TIPS/TAPS of an increase.

All pricing submitted to TIPS/TAPS shall include the Two Percent (2%) participation fee to be remitted to TIPS/TAPS by the Vendor. Vendor will not show adding the 2% to the invoice presented to customer.

1.13. Participation Fees

Vendor or vendor assigned dealer contracts to pay 2% of all sales to TIPS/TAPS on a bi-monthly scheduled report. (Vendor may submit sales monthly on their own. TIPS/TAPS will email a Bi-Monthly Submission Report to each vendor on November, January, March, May, July and September. The Vendor or vendor assigned dealer is responsible for keeping record of all sales that go through the TIPS/TAPS contract. Report may be sent to TIPS/TAPS electronically while check for 2% is mailed. Failure to pay 2% participation fee will result in termination of contract.

1.14. Indemnity

Indemnity for Personality Contracts. Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's performance of this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, invitees, whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, member(s), officers, employees, or agents.

Indemnity for Performance Contracts. The Vendor agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees from and against all claims and suits for damages, injuries to persons (including death), property damages, losses, and expenses including court costs and attorney's fees, arising out of, or resulting from, Vendor's work under this contract, including all such causes of action based upon common, constitutional, or statutory law, or based in whole or in part, upon allegations of negligent or intentional acts on the part of the Vendor, its officers, employees, agents, subcontractors, licensees, or invitees. Vendor further agrees to indemnify and hold harmless and defend TIPS/TAPS, its member(s), officers and employees, from and against all claims and suits for injuries (including death) to an officer, employee, agent, subcontractor, supplier or equipment lessee of the Vendor, arising out of, or resulting from, Vendor's work under this contract whether or not such claims are based in whole or in part upon the negligent acts or omissions of the TIPS/TAPS, its member(s), officers, employees, or agents.

Attorney's Fees--Texas Local Government Code § 271.159 is expressly referenced.

Pursuant to §271.159, TEXAS LOC. GOV'T CODE, in the event that any one of the Parties is required to obtain the services of an attorney to enforce this Agreement, the prevailing party, in addition to other remedies available, shall be entitled to recover reasonable attorney's fees and costs of court.

1.15. Multiple Vendor Awards

TIPS/TAPS reserves the right to award multiple vendor contracts for commodity categories when deemed in the best interest of the membership. Bidders scoring 80 % or above will be considered for an award. Commodity categories are established at the discretion of TIPS/TAPS.

1.16. State of Texas Franchise Tax

By signature hereon, the bidder hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes owed the State of Texas under Chapter 171, Tax Code.

1.17. Miscellaneous

The Vendor acknowledges and agrees that continued participation in TIPS/TAPS is subject to TIPS/TAPS sole discretion and that any Vendor may be removed from the participation in the Program at any time with or without cause. Nothing in the contract or in any other communication between TIPS/TAPS and the Vendor may be construed as a guarantee that TIPS/TAPS participants will submit any orders at any time. TIPS/TAPS reserves the right to request additional proposals for items already on contract at any time.

1.18. Purchase Order Pricing/Product Deviation

If a deviation of pricing/product on a purchase order occurs, TIPS/TAPS is to be notified within 24 hours of receipt of order.

Vendor Profile

1.1. Minority/Women Business Enterprise (Required by some participating governmental entities)

Vendor certifies that his firm is a M/WBE

☐ Yes ☒ No

1.2. Certification of Residency (Required by the State of Texas)

Company submitting bid is a resident bidder.

☒ Yes ☐ No

Vendor's principal place of business is in the city of New Braunfels State of Texas

1.3. Felony Conviction Notice (Required by the State of Texas)

My firm is, as outlined in the Instructions to Bidders:

☐ A publicly held corporation; therefore, this reporting requirement is not applicable.

☒ Is not owned or operated by anyone who has been convicted of a felony.

☐ Is owned or operated by the following individual(s) who has/have been convicted of a felony:

If the 3rd box is checked, a detailed explanation of the names and convictions must be attached.

1.4. Pricing Information

1.4.1. In addition to the typical unit pricing furnished herein, the Vendor agrees to furnish all current and future products at prices that are proportionate to Dealer Pricing. ☒ Yes ☐ No

If answer is no, attach a statement detailing how pricing for TIPS/TAPS participants would be calculated.

1.4.2. Pricing submitted includes the 2% TIPS/TAPS participation fee. ☒ Yes ☐ No

1.4.3. Vendor agrees to remit to TIPS/TAPS the required 2% participation fee. ☒ Yes ☐ No

1.4.4. Additional discounts to TIPS/TAPS members for bulk quantities? ☒ Yes ☐ No

1.5. Company billing address where the invoice for the 2% participation fee will be sent by TIPS/TAPS:

Contact person: Shawna Paulie

Company: Centurion Industries Inc./A-Lert Roof Systems Division

Address: P.O. Box 79

City, State, Zip: Erie, Kansas 66733

Phone: 620-244-3201

Fax: 620-244-3294

Email: spaulie@centurionind.com

1.6. Vendor Service

1.6.1. Average shipping time after receipt of customer order is 28 working days.

1.6.2. Vendor currently has a government-to-business e-commerce site ☐ Yes ☒ No

1.6.3. Which description best describes your company's position in the distribution channel?

1.6.4.

☐ Manufacturer direct

☐ Certified education/government reseller

☐ Authorized distributor

☐ Manufacturer marketing thru reseller

☐ Value-added reseller

☒ Other Manufacturer & Installer

1.6.5. Company experience in this commodity/category. 37 Years

1.6.6. The Vendor can supply all areas of the following states currently served TIPS/TAPS:

RFP- Roofing Due September 6, 2012 at 3:00 p.m.

The Interlocal Purchasing System (TIPS/TAPS)

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AL AK AR AZ DE CA CO DC FL GA HI ID IL IN IO KS KY LA MA MD ME MO MI MS MT NC ND NE
NJ NM NV OH OK OR PA RI SC SD TN TX UT VA VT WA WI WY

☒ Yes ☐ No

If answer is no, please list which states can be served _____

2.6.6 The Vendor can supply all areas of the following states that may become serviced states of

TIPS/TAPS:

☒ Yes ☐ No

CT MN NH NY WV

If answer is no, please list which states can be served _____

**** Prices are guaranteed for:** (Standard Time is "Term of Contract") Term selected will affect scoring.

_____ ☐ Month(s); or _____ ☐ Year(s); or _____ ☒ Term of Contract

Company and/or Product Description: (This information will appear on the TIPS/TAPS website for your company, if awarded a TIPS/TAPS contract.)

A-Lert Roof Systems a Division of Centurion Industries, Inc. is headquartered in
New Braunfels, TX. and specializes in the installation of both onsite and factory
manufactured standing seam metal roofs and also in the retrofit application. A-Lert
sells primarily to customers in the educational, institutional, military and
government sectors. A-Lert Roof Systems provides the unique concept of supplying
and installing standing seam metal roofs with a single source responsibility.

If applicable, vendor should list Reseller/Dealers here or provide listing as attachment to proposal.

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Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

Dealer Name _____ Tel _____

Address _____ Fax _____

Primary Contact _____ Email _____

(Page may be duplicated if necessary.)

Each Awarded Vendor will have 2 contacts listed on the Vendor Profile page of the TIPS/TAPS website. These 2 contacts will answer all sales and general information calls from TIPS/TAPS members and direct them to the

appropriate sales person. If vendor is awarded, these 2 contacts must be completely knowledgeable about the TIPS/TAPS contract. Online training by the TIPS/TAPS administration may be required of the 2 contacts listed below.

Main Contact:

Name: Chad Petro

Title: VP of Sales & Marketing

Email: cpetro@centurionind.com

Phone: 1-800-344-0609

Fax: 1-830-643-0433

Mobile: 1-210-413-0665

Mailing Address: 2065 FM 1102

City: New Braunfels

State/Zip: Texas 78132

Alternate Contact:

Name: Brenda Foster

Title: Contracts Administrator

Email: bfoster@centurionind.com

Phone: 620-244-3201

Fax: 620-244-3201

Mobile: N/A

Mailing Address: P.O. Box 79

City: Erie

State/Zip: Kansas 66733

WORDS FOR "SEARCH ENGINE" - Please list words to be posted on your company's page on the TIPS website (if you receive an award from this proposal). Words may be product names, manufacturers, or other words that are associated with the commodity award that you are submitting a proposal for. Words to be included in the Search Engine for my Company are: _____

A-Lert - SSMR - Roof Mfg. Roof Installer - Standing Seam Metal Roofs- Retrofit
Metal Roof - Roofing - Roof Replacement - Metal Roof

2% Contact for TIPS/TAPS Contract

Vendor must list the person who will be responsible for submitting the 2% payment and supportive documentation of sales to TIPS/TAPS on the bi-monthly reporting schedule.


Name: Shawna Paulie **Position:** Office Manager

Email spaulie@centurionind.com **Telephone:** 620-244-3201

CONTRACT Signature Form

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices quoted unless noted in writing. The undersigned further certifies that he or she is an authorized agent of the company and has authority to negotiate and contract for the company named below.

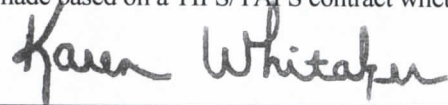
If addenda to this RFP are released, indicate the receipt of addenda by entering the number of addenda here: _____

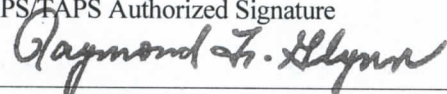
Company name	Centurion industries, Inc./A-Lert Roof Systems Division
Mailing Address	P.O. Box 79
City/State/Zip	Erie Kansas 66733
Telephone No.	620-244-3201
Fax No.	620-244-3294
E-mail address	bfooster@centurionind.com
Authorized signature	
Printed name	Brenda Foster
Position with company	Contracts Administrator
Web site URL	

Accepted by The Interlocal Purchasing System:

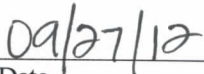
Term of contract September 26, 2012 through September 25, 2013

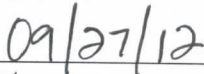
Unless otherwise stated, all contracts are for a period of one year with an option to renew annually for an additional two years if agreed to by TIPS/TAPS and the awarded Vendor. Vendors shall honor the Two Percent (2%) participation fee for any sales made based on a TIPS/TAPS contract whether the Vendor is awarded a renewal or not.



TIPS/TAPS Authorized Signature


Approved by Region VIII ESC



Date


Date

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc.

STANDING SEAM ROOF SYSTEM MANUFACTURER'S

LIMITED WARRANTY

Warranty Number: 130M - «Warranty_Number»

Version 2008.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- 1 **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 **Date of Completion.** The date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Kynar Galvanized Panels.** 70 Kynar®¹ 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar® 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized

¹ Kynar® is a registered trademark of Elf Atochem North America, Inc. Galvalume® is a registered trademark of Biecc International, Inc. Zinalume® is a registered trademark of John Lysaght (Australia) Limited.

panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

1.8 **Owner.** «Owner».

1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to «Project».

1.11 **Products.** Materials or products which are identified in the Warranty for warranty protection.

1.12 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:

1.12.1 *Standing Seam Roof System Watertight Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130W - «Warranty_Number»; and

1.12.2 *Standing Seam Roof System Finish Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130F - «Warranty_Number».

1.13 **Term.** A period of time of a duration of specified year(s).

1.14 **Value of the Products.** An amount of money equal to contract amount minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.

1.15 **Warranty.** This limited warranty extended by A-Lert to Owner.

1.16 **Zinc Aluminum Panels.** 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zinalume® panels. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

2 **FABRICATED STEEL COMPONENTS.** All fabricated steel components (except Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels) are warranted only against failure due to defective manufacturing materials or manufacturing workmanship for one year. Fabricated steel components include, but are not limited to, downspouts, gutters, accessories, fixtures, insulation, fasteners, vents, flashing signs, fascia, or skylights.

3 **PANELS.** The Kynar Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels will not rupture, fail structurally, or perforate due to normal atmospheric conditions during the Term.

4 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing,

repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.

- 5 **GENERAL EXCLUSIONS.** While all the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if:
- 5.1 The Products are sold or erected outside the United States or Canada;
 - 5.2 A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
 - 5.3 The Products are exposed to Abnormal Atmospheric Conditions;
 - 5.4 A failure caused by cascading water;
 - 5.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
 - 5.6 Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
 - 5.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
 - 5.8 Damage is caused by the failure to provide free drainage of water from the Products;
 - 5.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;
 - 5.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
 - 5.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
 - 5.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
 - 5.13 The Product comes in contact with fasteners not provided by A-Lert;
 - 5.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
 - 5.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
 - 5.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
 - 5.17 The Products are incorporated into roofs or sections with slopes flatter than $\frac{1}{4}:12$;
 - 5.18 Damage is caused by workers (other than workers of A-Lert);
 - 5.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;

- 5.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 5.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 5.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 5.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 5.24 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 5.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 5.26 A-Lert does not install the Products;
- 5.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 5.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 5.29 Owner fails to comply with any term or condition of the Warranty.
- 5.30 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- 5.31 A failure is due to corrosion of substrate; or
- 5.32 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

6 SPECIAL EXCLUSIONS.

- 6.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
- 6.2 **Legal Compliance.** A-Lert does not warrant that any Product shall comply or satisfy any federal, state, local, or municipal ordinances, codes, laws, statutes, or regulations.
- 6.3 **Grazing.** A-Lert does not warrant that any Product shall not have microscopic grazing of the film on outside radii.
- 6.4 **Cracking.** A-Lert does not warrant that any Product will not have slight grazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet, or a result of metal fracture in the case of aluminum or spangle cracking of a zinc layer. A-Lert does not warrant that any Product will not have breaks in the film caused by metal forming.
- 6.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 6.6 **Finish Restrictions.** The Warranty shall not apply to any finish, coating, film, or paint of a Product. A failure of any finish, coating, film, or paint of the Kynar

Galvanized Panels, Prepainted Galvanized Panels, and Zinc Aluminum Panels shall not be considered a defect, a perforation, or failure of a Product.

6.7 **Oil Canning.** Oil canning shall not be considered a defect of a Product.

- 7 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.
- 8 **VENDOR LIMITATIONS.** If A-Lert acquired the Product, or a component of the Product, from a vendor, then, notwithstanding any other provision in the Warranty, the Related A-Lert Warranty, or the Construction Contract, A-Lert, or any other person or entity, shall not be required under the Warranty, the Related A-Lert Warranty, or the Construction Contract, to incur any repairs, replacements, refinishing, repainting, restoration, costs, obligations, liabilities, or expenses of any type unless that vendor provides to A-Lert a remedy, and fulfills that remedy, for the Product failure that has a value substantially equal to the value of the remedy extended by the Warranty for the same Product failure. Section 8 shall not be interpreted to either transfer or assign any of A-Lert's rights with that vendor to Owner, or create a third party beneficiary contract for the benefit of Owner.
- 9 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, cost, or liability that may result due to a failure.
- 10 **ACCESS TO THE BUILDING.** During the term of the Warranty, A-Lert its agents, or employees, shall have free access to the Building which contains the Products during regular business hours to inspect and photograph the Products and the Building.
- 11 **WAIVER OF BREACH.** A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.
- 12 **FILING A CLAIM.**
 - 12.1 **Generally.** The obligation of A-Lert under the Warranty shall not arise unless A-Lert is properly and timely notified under Section 12.2. All other forms or means of communication are unacceptable and shall not constitute proper notice. Failure to correctly submit a timely and proper notice of a claim relieves A-Lert of any liability under the Warranty.
 - 12.2 **Written Statement.** The only acceptable notification of warranty claim shall consist of a written statement, fully executed by Owner, with a copy of the Warranty attached to that written statement. The written statement must describe the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, by U.S. registered or certified mail, return receipt required,

postage prepaid to Centurion Industries, Inc.; Attn: Secretary/Treasurer; 1107 N. Taylor Road; Garrett, IN 46738.

- 12.3 **Work Order.** As a condition precedent for the providing of any goods or services required by the Warranty, Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert to repair the failure.
- 13 **TERM.** The Warranty shall extend for the duration of the Term. The Term (including the term described in Section 2) shall commence on the earlier of either the date of final inspection and acceptance of the Product or the Date of Completion. Any repairs, restorations, replacements, or repainting carried out under the Warranty shall carry a warranty term equal to the then remaining balance of the original term.
- 14 **ASSIGNMENT.** The Warranty is extended only to Owner and is not transferable or assignable by Owner. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Products or the Building. Should Owner become insolvent bankrupt, make an assignment for the benefit of its creditors, or for any reason discontinue its normal or regular business practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.
- 15 **AMENDMENT AND TERMINATION.** The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of Products already accepted by Owner.
- 16 **AUTHORITY TO EXECUTE.** Each person signing the Warranty in a representative capacity warrants and represents that:
- 16.1 The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
- 16.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.
- 17 **DISPUTE RESOLUTION.**
- 17.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
- 17.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by

operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.

- 17.3 **Arbitration.** Disputes not resolved under Section 17.1 or Section 17.2 shall be decided by arbitration which, unless the parties mutually agree otherwise, shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.

- 17.4 **Venue.** Any mediation or arbitration undertaken pursuant to Warranty, the Related A-Lert Warranty or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.

- 18 **MISCELLANEOUS.** The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, or any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection for the Warranty and the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

ORAL STATEMENTS ABOUT THE BUILDING OR THE PRODUCTS BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR PRODUCTS SHALL NOT BE MADE IN RELIANCE UPON THEM.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE REMEDIES STATED IN THIS WARRANTY AND THE RELATED A-LERT WARRANTY, ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY BREACH OF ANY CONSTRUCTION CONTRACT, AND FOR FAILURE OF THE PRODUCT, AS WELL AS THE INSTALLATION OF THE PRODUCT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT. THIS EXCLUSIVE REMEDY SHALL NOT BE DEEMED TO HAVE FAILED ITS ESSENTIAL PURPOSE SO LONG AS A-LERT IS WILLING AND ABLE TO CARRY OUT THE TERMS OF THIS WARRANTY.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

**A-Lert
Centurion Industries, Inc.**

Owner

By: _____
Shawna Paulie, Office Manager

«Warranty Date»
Date of Execution by A-Lert

The Owner is obligated to execute the Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures. If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper number of signatures.

The Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

By: _____
Signature

Printed or Typed Name

Title

By: _____
Signature

Printed or Typed Name

Title

Date of Execution by Owner

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc.

STANDING SEAM ROOF SYSTEM FINISH

LIMITED WARRANTY

Warranty Number: 130F - «Warranty_Number»

Version 2008.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the Products shall perform in accordance to the Warranty.

- 1 **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete, or partially complete the Project.
 - 1.5 **Date of Completion.** The date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits, or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Kynar Galvanized Panels.** 70 Kynar®¹ 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized panels with G-90 coating, or 70 Kynar® 500 (or any equivalent polyvinylidene fluoride, pvf₂ paint) prepainted galvanized

¹ Kynar® is a registered trademark of Elf Atochem North America, Inc. Galvalume® is a registered trademark of Bicc International, Inc. Zinalume® is a registered trademark of John Lysaght (Australia) Limited.

panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Kynar Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

- 1.8 **Owner.** «Owner».
- 1.9 **Prepainted Galvanized Panels.** Prepainted galvanized panels with G-90 coating, or prepainted galvanized panels with 55% zinc-aluminum coating furnished to Owner by A-Lert which were installed on the Building. Prepainted Galvanized Panels shall not include Kynar Galvanized Panels. Prepainted Galvanized Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.
- 1.10 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related directly or indirectly, to «Project».
- 1.11 **Products.** Materials or products which are identified in the Warranty for warranty protection.
- 1.12 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:
 - 1.12.1 *Standing Seam Roof System Watertight Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130W - «Warranty_Number»; and
 - 1.12.2 *Standing Seam Roof System Manufacturer's Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130M - «Warranty_Number».
- 1.13 **Term.** A period of time of a duration of specified years.
- 1.14 **Value of the Products.** An amount of money equal to contract amount minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.15 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 1.16 **Zinc Aluminum Panels.** 55% aluminum-zinc alloy coated steel panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels shall include Galvalume® panels, aluminized panels, or Zinalume® panels furnished to Owner by A-Lert which were installed on the Building. Zinc Aluminum Panels do not include downspouts, vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments.

2 PREPAINTED GALVANIZED PANELS.

- 2.1 **Vertical Surfaces.** When the Prepainted Galvanized Panels are used as vertical surfaces, then during the Term:
 - 2.1.1 The paint will not peel (lose adhesion), crack, check, or chip;
 - 2.1.2 The paint will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
 - 2.1.3 The paint will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.

- 2.2 **Non-Vertical Surfaces.** The paint on Prepainted Galvanized Panels used as surfaces other than vertical surfaces will not crack, check, or peel during the Term.
- 3 **KYNAR GALVANIZED PANELS.** When the Kynar Galvanized Panels are used 0° - 86° from vertical, then during the Term:
- 3.1 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not peel (lose adhesion), crack, check, or chip;
- 3.2 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not chalk in excess of ASTM D-4214-89 method D659 number 6 rating; and
- 3.3 The 70% Kynar 500® paint (or the equivalent polyvinylidene fluoride, pvf₂ paint) will not change color more than 8 Hunter AE units as determined by ASTM method D-2244-93. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed surface. Fading or color change may not be uniform if the surfaces are not equally exposed to the sun and elements.
- 4 **ZINC ALUMINUM PANELS.** The coating of the Zinc Aluminum Panels shall perform in accordance with industry standards during the Term.
- 5 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, refinishing, repainting, or restoring of any failed Products. Repainted or refinished Products shall not necessarily utilize the same paint or coating formula as the original paint or coating formula. A-Lert retains the exclusive right to select the person or entity which shall perform any services required by the Warranty.
- 6 **GENERAL EXCLUSIONS.** While all the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if:
- 6.1 The Products are sold or erected outside the United States or Canada;
- 6.2 A failure is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
- 6.3 The Products are exposed to Abnormal Atmospheric Conditions;
- 6.4 A failure caused by cascading water;
- 6.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
- 6.6 Water, including internal condensation, is not permitted to drain from all Product surfaces, including overlaps of the Product;
- 6.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
- 6.8 Damage is caused by the failure to provide free drainage of water from the Products;
- 6.9 The Product is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;

- 6.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilize manufacturing, paper plant, or the like;
- 6.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
- 6.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment, or during storage on the job site;
- 6.13 The Product comes in contact with fasteners not provided by A-Lert;
- 6.14 Components, including, but not limited to, vents, flashing, signs, fascia, skylights, or any other such material or accessories, are attached to the Products, which are not made known to and approved in writing by A-Lert;
- 6.15 Alterations or modifications, including, but not limited to, Product penetrations, structures, fixtures, or utilities being placed upon or attached to the Products, are undertaken, which are not made known to and approved in writing by A-Lert;
- 6.16 Paints or coatings are applied after installation of the Product, which are not furnished or specifically recommended in writing by A-Lert;
- 6.17 The Products are incorporated into roofs or sections with slopes flatter than $\frac{1}{4}:12$;
- 6.18 Damage is caused by workers (other than workers of A-Lert);
- 6.19 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the Product;
- 6.20 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
- 6.21 A failure is caused by circumstances or occurrences beyond A-Lert's control;
- 6.22 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
- 6.23 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
- 6.24 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Product;
- 6.25 Owner fails to pay in full for all the Products, and all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert to or for the benefit of Owner;
- 6.26 A-Lert does not install the Products;
- 6.27 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Products;
- 6.28 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
- 6.29 Owner fails to comply with any term or condition of the Warranty.
- 6.30 The Product comes in contact with green or wet lumber or wet storage stain caused by water damage or condensation;
- 6.31 A failure is due to corrosion of substrate; or
- 6.32 A failure caused by forming of the Product which incorporates severe reversed bending or which subjects coating to alternate compression and tension.

7 **SPECIAL EXCLUSIONS.**

- 7.1 **Condensation.** A-Lert does not warrant that the Products, the Building, or any accessories or components, are to be free of condensation caused by high humidity inside the Building or by a temperature differential between the inside and outside of the Building.
- 7.2 **Legal Compliance.** A-Lert does not warrant that any Product shall comply or satisfy any federal, state, local, or municipal ordinances, codes, laws, statutes, or regulations.
- 7.3 **Grazing.** A-Lert does not warrant that any Product shall not have microscopic grazing of the film on outside radii.
- 7.4 **Cracking.** A-Lert does not warrant that any Product will not have slight grazing or cracking as may occur on tightly roll-formed edges or brake bends at the time of forming pre-painted sheet, or a result of metal fracture in the case of aluminum or spangle cracking of a zinc layer. A-Lert does not warrant that any Product will not have breaks in the film caused by metal forming.
- 7.5 **Nonproducts.** The Warranty shall not apply to items or materials which are not Products.
- 7.6 **Finish Restrictions.** The Warranty shall not apply to the interior or reverse side finish of a Product. The Warranty does not apply to any aspect of the Product except the paint or coating film on the Product.
- 7.7 **Oil Canning.** Oil canning shall not be considered a defect of a Product.

- 8 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any repairs, replacements, repainting, restorations, refinishing, costs, or expenses of any type which cumulatively have a fair market value in excess of the Value of the Products.

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the Related A-Lert Warranty for a failure by providing warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

Sample - For Review Only

THIS WARRANTY, AND THE RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

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WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT MAKES NO WARRANTY OR ASSUMES NO OBLIGATION WITH RESPECT TO THE VALIDITY OF ANY PATENTS, DESIGNS, COPYRIGHTS, OR TRADEMARKS.

WITH REGARD TO THE PROJECT, OR ANY ACTIVITIES, EVENTS, OR TRANSACTIONS DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, A-LERT SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE BUSINESS UNDERTAKEN IN THE BUILDING, OR LABOR CLAIMS, BASED IN CONTRACT, TORT, WARRANTY, STRICT LIABILITY, OR UNDER ANY OTHER LAW WHATSOEVER.

**A-Lert
Centurion Industries, Inc.**

Owner

By: _____
Shawna Paulie, Office Manager

«Warranty Date»

Date of Execution by A-Lert

The Owner is obligated to execute the Warranty using the proper number of signatures in accordance with the Owner's internal rules and procedures. If only one signature is required, then leave the second signature block blank. If two signatures are required, then complete the second signature block. If more than two signatures are required, then copy this signature page and furnish the proper number of signatures.

The Owner should insert the date of execution of the Warranty regardless of the number of signatures which appear on behalf of the Owner.

By: _____
Signature

Printed or Typed Name

Title

By: _____
Signature

Printed or Typed Name

Title

Date of Execution by Owner

A-LERT ROOF SYSTEMS • A-LERT BUILDING SYSTEMS

Divisions of Centurion Industries, Inc.

STANDING SEAM ROOF SYSTEM WATERTIGHT LIMITED WARRANTY

Warranty Number: 130W - «Warranty_Number»

Version 2010.01

Subject to the terms, conditions, and limitations stated in the Warranty, A-Lert warrants to Owner that the workmanship undertaken by A-Lert for the installation of the Standing Seam Roof shall be free of any substantive defect and shall be adequate to prevent any leaks in the Standing Seam Roof during the Term.

- 1 **DEFINITIONS.** As used in the Warranty, the following words and phrases have the meanings stated, unless the context clearly indicates that a different meaning is intended, and those meanings shall be applicable to both the singular and plural forms of the terms defined:
 - 1.1 **Abnormal Atmospheric Conditions.** Abnormal Atmospheric Conditions shall include the following conditions:
 - 1.1.1 Atmospheric conditions not normally present at the location of the Building;
 - 1.1.2 Marine (salt water) atmospheres or unusual exposure to fresh water;
 - 1.1.3 Repeated presence of standing water;
 - 1.1.4 Heavy fallout or presence of corrosive chemicals, ash, or fumes from chemical plants, foundries, plating works, kilns, paper plants, fertilizers, animal waste, or any similar foreign chemical substances; or
 - 1.1.5 Presence of corrosive fumes or condensate of harmful substances generated or released inside the Building.
 - 1.2 **A-Lert.** Centurion Industries, Inc., a corporation organized under the laws of the State of Indiana. A-Lert Roof Systems and A-Lert Building Systems are divisions of Centurion Industries, Inc.
 - 1.3 **Building.** «Building».
 - 1.4 **Construction Contract.** Any written or oral agreement among any individuals, persons, corporations, or entities, to perform or furnish all or any portion of the goods or services to complete or partially complete, the Project.
 - 1.5 **Date of Completion.** The date that is the earlier of either:
 - 1.5.1 The date the Project is substantially completed; or
 - 1.5.2 The date on the face of the first invoice from A-Lert requesting final payment for the Project.
 - 1.6 **Dispute.** A demand or assertion made by A-Lert, Owner, or any other individual, person, corporation, or entity, seeking damages, benefits or performance pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract.
 - 1.7 **Owner.** «Owner».
 - 1.8 **Project.** All events, activities, transactions, agreements (both written and unwritten), which are related, directly or indirectly, to: «Project».

- 1.9 **Related A-Lert Warranty.** The written warranty pertaining to the Project issued by A-Lert to Owner entitled:
- 1.9.1 *Standing Seam Roof System Manufacturer's Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130M - «Warranty_Number»; and
- 1.9.2 *Standing Seam Roof System Finish Limited Warranty* with an A-Lert Warranty has a Warranty Number of 130F - «Warranty_Number».
- 1.10 **Standing Seam Roof.** The Standing Seam Roof furnished to Owner by A-Lert which was installed on the Building. Standing Seam Roof shall exclude vents, gutters, skylights, any interior liner panel, trim, flashing, or other attachments to the roof or wall, not furnished or approved in writing by A-Lert.
- 1.11 **Term.** A period time of a duration of «WT_Term» years.
- 1.12 **Value of the Products.** An amount of money equal to \$«WT_Value» minus the fair market value of any repairs, replacements, repainting, restorations, refinishing, costs, or expenses incurred by A-Lert, or persons or entities on behalf of A-Lert, to satisfy an obligation under the Related A-Lert Warranty.
- 1.13 **Warranty.** This limited warranty extended by A-Lert to Owner.
- 2 **SATISFACTION OF WARRANTY.** The Warranty shall be fully satisfied by a means selected solely by A-Lert which may include the replacement, repair, or restoring of any failed workmanship. A-Lert retains the exclusive right to select the person or entity which shall provide any goods or services required by the Warranty.
- 3 **GENERAL EXCLUSIONS.** While the remaining terms, conditions, waivers, disclaimers, and limitations shall continue to apply, A-Lert shall have no liability or responsibility under or in connection with the Warranty if any of the following occur:
- 3.1 The Standing Seam Roof is sold or erected outside the United States or Canada;
- 3.2 Damage is caused by acts of negligence, accidents, or disuse, including but not limited to vandalism, civil disobedience, acts of war, acts of God, falling objects, external forces, defects in the foundation, explosions, fire, riots, lightning, strong gales, hurricanes, tornados, or earthquakes;
- 3.3 The Standing Seam Roof is exposed to Abnormal Atmospheric Conditions;
- 3.4 A failure is caused by cascading water;
- 3.5 Deterioration is caused by marine or salt water, atmosphere, or regular spray of either salt or fresh water;
- 3.6 Water, including internal condensation, is not permitted to drain from all roof surfaces of the Standing Seam Roof, including overlaps of the roof;
- 3.7 A dam area exists or is erected that will not permit free drainage of water from all roof surfaces;
- 3.8 Damage is caused by the failure to provide free drainage of water from the Standing Seam Roof;
- 3.9 The Standing Seam Roof is exposed to water run-off from lead or copper flashing or areas in metallic contact with lead or copper, or other similar metal or material;

- 3.10 Corrosion is caused by fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilized manufacturing, paper plant, or the like;
 - 3.11 Deterioration is caused by any corrosive substance or any condensate of any harmful substance contained, generated, or released inside the Building;
 - 3.12 A failure arises out of mechanical or chemical damage not caused by A-Lert which may occur during shipment or during storage on the job site;
 - 3.13 The Standing Seam Roof incorporates fasteners not provided by A-Lert.
 - 3.14 Components, including, but not limited to, flashing, signs, fascia, skylights, or any other such material or accessories, are incorporated into or attached to the Standing Seam Roof, which are not made known to and approved in writing by A-Lert;
 - 3.15 Alterations or modifications, including, but not limited to, roof penetrations, or structures, fixtures, or utilities being placed upon or attached to the Standing Seam Roof are undertaken, which are not made known to and approved in writing by A-Lert;
 - 3.16 The roof has a slope flatter than $\frac{1}{4}:12$;
 - 3.17 Damage is caused by workers (other than workers of A-Lert);
 - 3.18 A-Lert determines, upon inspection, that the failure is not caused by a substantive defect in the workmanship of A-Lert;
 - 3.19 A-Lert determines, upon inspection, that the failure arises from a commercially expected condition, event, or practice;
 - 3.20 Damage is caused by any causes or occurrences beyond A-Lert's control;
 - 3.21 A failure is attributable to a faulty or inadequate engineering design including a design prepared by A-Lert at the urging of either Owner or other contractors or architects retained by Owner;
 - 3.22 Approval drawings do not show the exact number, size, and location of all roof penetrations and rooftop equipment installed as approved by A-Lert;
 - 3.23 Owner, Owner's lessee, or occupant, fails to use reasonable care to inspect, maintain, and clean the Standing Seam Roof;
 - 3.24 Owner fails to pay in full for all the materials and labor furnished by A-Lert, or each material supplier or contractor of A-Lert, to or for the benefit of Owner;
 - 3.25 A-Lert does not install the Standing Seam Roof;
 - 3.26 Owner fails to take reasonable actions to prevent or mitigate any damages arising from any failure of the Standing Seam Roof;
 - 3.27 Owner fails to properly and timely execute the Warranty and return an executed copy of the Warranty to A-Lert;
 - 3.28 Owner fails to comply with any term or condition of the Warranty;
 - 3.29 The failure is to a paint, finish, or coating of the Standing Seam Roof;
 - 3.30 A failure is due to corrosion of substrate; or
 - 3.31 The failure is to the aesthetics of the Standing Seam Roof.
- 4 **FINANCIAL LIMITATIONS.** Notwithstanding any other provision in the Warranty, A-Lert, or any other person or entity, shall not be required under the Warranty to incur any

repairs, replacements, restorations, costs, or expenses of any type which cumulatively are in excess of the Value of the Products.

- 5 **INSURANCE.** It is understood that A-Lert is not an insurer and that insurance shall be obtained by Owner, if any is desired, to protect Owner and other persons from any personal injuries, property damage, or any other damage, costs, or liability that may result due to a failure.
- 6 **ACCESS TO ROOF.** During the Term of the Warranty, A-Lert, its agents, or employees, shall have free access to the Standing Seam Roof during regular business hours to inspect and photograph the Standing Seam Roof and the Building.
- 7 **WAIVER OF BREACH.** A-Lert's failure at any time to enforce any of the terms or conditions stated in the Warranty shall not be construed as a waiver of that provision.
- 8 **FILING A CLAIM.**
 - 8.1 **Generally.** The obligation of A-Lert under the Warranty shall not arise unless A-Lert is properly and timely notified under Section 8.2. All other forms or means of communication are unacceptable and shall not constitute proper notice. Failure to correctly submit a timely and proper notice of a claim relieves A-Lert of any liability.
 - 8.2 **Written Statement.** The only acceptable notification of warranty claim shall consist of a written statement, fully executed by owner, with a copy of the Warranty attached to that written statement. The written statement must describe the claim of failure. The written statement must be sent, no later than thirty days after the occurrence of a failure, by U.S. registered or certified mail, return receipt required, postage prepaid to: Centurion Industries Inc.; Attn: Secretary/Treasurer, 1107 N. Taylor Road, Garrett, IN 46738.
 - 8.3 **Work Order.** As a condition precedent for the providing of any goods or services required by the Warranty, Owner shall execute a work order (or any other similar documentation approved in advance by A-Lert) with A-Lert. A copy of that work order shall be submitted to A-Lert by Owner at the time the work order was executed by Owner.
- 9 **TERM.** The Warranty shall extend for the duration of the Term. The Term shall commence on the earlier of either the date of final inspection and acceptance of the Standing Seam Roof installation by A-Lert, or the Date of Completion. Any repairs, restorations, or replacements carried out under the Warranty shall carry a warranty Term equal to the then remaining balance of the original Term.
- 10 **ASSIGNMENT.** The Warranty is tendered for the sole benefit of Owner and is not transferable or assignable. The Warranty will automatically terminate and become void upon the sale, transfer or conveyance (except to secure debt) of the Building. Should Owner become insolvent, bankrupt, make an assignment for the benefit of its creditors, or

for any reason discontinue its normal or regular practice, the Warranty shall become null and void. A-Lert may assign the Warranty without the consent of Owner.

- 11 **AMENDMENT AND TERMINATION.** The Warranty shall not be modified, amended, or supplemented except by written consent of A-Lert. A-Lert may terminate the Warranty at any time without the consent of Owner, except as to orders of the Standing Seam Roof already accepted by Owner.
- 12 **AUTHORITY TO EXECUTE.** Each person signing the Warranty in a representative capacity warrants and represents that;
 - 12.1 The person executing the Warranty has the actual authority and power to so sign, and to bind the person's respective principal to the provisions of the Warranty; and
 - 12.2 All action by the representative's principal necessary for the execution of the Warranty has been duly taken.
- 13 **DISPUTE RESOLUTION.**
 - 13.1 **Initial Dispute Resolution.** If a Dispute arises, each party to the Dispute shall endeavor to settle the Dispute first through direct discussions.
 - 13.2 **Mediation.** At the request of any party to a Dispute, the parties to a Dispute shall endeavor to resolve their Dispute by mediation which, unless those parties mutually agree otherwise, shall be in accordance with the Mediation Rules of the American Arbitration Association currently in effect. The mediator shall be a current or former lawyer with experience in construction law. All legal or equitable proceedings shall be stayed pending mediation for a period of 90 days from the date of filing a request for mediation by any party. All time constraints imposed by the Warranty, the Related A-Lert Warranty, or any Construction Contract, shall be tolled during the stay. The stay shall not bar any party from taking any action necessary to preserve or perfect any legal or equitable right which would lapse by operation of law during the pendency of the stay despite the parties' agreement to adopt the stay. The parties to the mediation shall bear equally the mediator's fees and expenses. The parties to the mediation shall each bear the cost of their own attorney fees.
 - 13.3 **Arbitration.** Disputes not resolved under Section 13.1 or Section 13.2 shall be decided by arbitration which, unless the parties mutually agree otherwise shall be in accordance with the Arbitration Rules of the American Arbitration Association currently in effect. The demand for arbitration shall be filed in writing with the other party and shall be made within a reasonable time after the Dispute has arisen. Both parties shall participate in the process of selecting a neutral arbitrator. The arbitrator shall be a current or former lawyer with experience in construction law. The arbitrator shall have authority to award damages or such other relief as may be appropriate so long as such damages or relief is authorized under the Warranty or the Related A-Lert Warranty. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction. The parties to the arbitration shall bear equally

the arbitrator's fees and expenses, as well as any administrative costs. The parties to the arbitration shall each bear the cost of their own attorney fees.

- 13.4 **Venue.** Any mediation or arbitration undertaken pursuant to the Warranty, the Related A-Lert Warranty, or any Construction Contract shall take place at a location in San Antonio, Texas selected by the mediator or arbitrator unless otherwise agreed to by the parties to the Dispute.

- 14 **MISCELLANEOUS.** The laws of the State of Texas shall govern the rights and duties of the parties under the Warranty, the Related A-Lert Warranty, and any Construction Contract. If a breach of the Related A-Lert Warranty would also constitute a breach of the Warranty, then A-Lert shall have sole discretion to provide warranty protection under just one of those warranties, the selection of which is to be determined solely by A-Lert.

THIS WARRANTY, AND ANY RELATED A-LERT WARRANTY, SUPERSEDE AND ARE IN LIEU OF ANY AND ALL OTHER EXPRESSED OR IMPLIED WARRANTIES DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT, THE INSTALLATION OF THE PROJECT, AND ALL MATERIALS INCORPORATED INTO THE PROJECT, INCLUDING ANY WARRANTY PRESENTED IN ANY CONSTRUCTION CONTRACT. THERE ARE NO OTHER WARRANTIES, EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH ARE DIRECTLY OR INDIRECTLY RELATED TO THE PROJECT. ADDITIONAL RIGHTS MAY EXIST UNDER STATE LAW.

ORAL STATEMENTS ABOUT THE BUILDING OR THE STANDING SEAM ROOF BY A-LERT'S AGENTS, OR STATEMENTS CONTAINED IN A-LERT'S ADVERTISING, PAMPHLETS, BROCHURES, BID PROPOSALS, OR OTHER PRINTED MATTER, DO NOT CONSTITUTE WARRANTIES AND THE ACQUISITION OF THE BUILDING OR STANDING SEAM ROOF SHALL NOT BE MADE IN RELIANCE UPON THEM.

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**A-Lert
Centurion Industries, Inc.**

Owner

By: _____
Shawna Paulie, Office Manager

«Warranty Date»

Date of Execution by A-Lert

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Title

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Date of Execution by Owner