



902 N. CIRCLE DR. STE 103 • COLORADO SPRINGS, CO 80909

(719) 888-9JRB • (719) 358-6484

JRBENTERPRISESINC.COM

PPRBD LICENSE # 14165 ADCO 101GL0002845-00

## **5 YEAR LIMITED LABOR WARRANTY**

J.R.B. Enterprises, Inc. (Contractor) hereby certifies that the system assembly material shall be installed per manufacturer specifications, prevailing standards, practices and laws of the project location, and be free from defect in installation workmanship. This five year workmanship warranty (Warranty) shall operate during the effective material lifetime, as specified by the manufacturer, for each system component installed at \_\_\_\_\_ and transferable one time within said period.

### **WARRANTY:**

J.R.B. Enterprises, Inc. hereby declares that laborer workmanship for the installation of system assembly components shall be free from deficiency relating to application method. Contractor agrees to make or cause to be made, at its own expense, repairs necessary to correct performance failures deemed as having occurred during the installation process. Corrective action shall be performed pursuant to the prevailing standards, practices and laws of the project location and no such action shall act to extend the warranty period.

### **EXCLUSIONS:**

- 1.) Matters relating to the installation of the system assembly wherein Contractor and/or its representatives did not perform the original installation.
- 2.) Any alteration, addition or repairs made by others that affect the installed system assembly including but not limited to utility installations, additions to the structure, satellite television dishes, antennas and any penetration to the system assembly caused by construction or installations performed after the completion and acceptance by Owner. During the warranty period, if the Owner allows alteration of the work by anyone other than Contractor, including cutting, patching and maintenance in connection with penetrations, and positioning of anything on or affecting the system, this Warranty shall become null and void upon the date of said alterations. If the owner engages Contractor to perform said alterations, the Warranty shall not become null and void, unless prior to proceeding with said work, Contractor shall have notified the Owner in writing, showing reasonable cause for claim that said alterations would likely damage or deteriorate the work, thereby reasonably justifying a termination of this warranty.
- 3.) Any damage to the system assembly caused or affected by natural causes, manmade causes or occurrences such as lightning, fire, insect infestation, foot traffic, nuisance animal, earthquake, tornado, hail, sleet, unusual phenomena of

the elements, hurricanes, wind damage or causes beyond the control of Contractor.

- 4.) Any damage to the system assembly by intentional or negligent acts, accident, abuse, vandalism, civil disobedience or other such occurrences including Owner's failure to use reasonable care in protecting installed systems from damage.
- 5.) Any damage created by environmental conditions affecting the system including but not limited to corrosive chemicals, ash, fumes, acids, cleaning methods using air or water under pressure, any harmful substance contained, generated or released from inside the building, condensation from the underside of the system or any other harmful material that contacts the system and causes damage.
- 6.) Damages caused by a failure of building components affecting the installed system including but not limited to roof substrate, roof trusses, wall systems, brick or mortar elements, faulty building design, building structural failures, building movement, settlement, displacement, defective or faulty chimneys and chimney chases, HVAC and attendant systems.
- 7.) During the Warranty period, if the original use of the system is changed and it becomes used for, but was not originally specified for, a promenade, work deck, spray cooled surface, flooded basin, or other use of service more severe than originally specified, this Warranty shall become null and void upon the date of said change.
- 8.) Failure by the Owner or any lessee or other occupant or user of the building to take reasonable care in maintaining the system assembly, such as installing necessary components to ensure proper operation (e.g., gutters, diverters, etc.), cleaning debris from roof valleys, clearing vegetation away from structure, removal of debris from gutters, replacement of deteriorated sealants, etc., so as to allow the system integrity to be jeopardized.
- 9.) When the work has been damaged by any of the foregoing causes, the Warranty shall be null and void until such damage has been repaired by Contractor, and until the cost and expense thereof has been paid by the Owner or by the responsible party so designated.
- 10.) This guarantee is warranted to the original purchaser and is non-transferable unless otherwise specified in writing by Contractor ownership.
- 11.) This guarantee does not extend to any deficiency which was caused by a failure of work for which Contractor did not damage or did not accomplish or was not charged to accomplish.
- 12.) Contractor shall not be held liable for any direct, indirect, consequential, incidental, special, or general damages which may arise as the result of deterioration or deficiencies with the system assembly other than to provide labor to remedy any failure in craftsmanship.

This document constitutes the entire Warranty made by J.R.B. Enterprises, Inc. No modification or amendment of this Warranty shall be binding on Contractor unless made in writing and signed by an authorized representative. The terms, conditions, and provisions contained in this Warranty may be waived only in writing signed by J.R.B. Enterprises, Inc. owner/manager members. No oral statements, course of conduct or

course of dealing shall be deemed as, or constitute, a waiver hereof. The invalidity or unenforceability of any provisions of this Warranty shall not affect the enforceability and validity of any remaining provisions, and this Warranty shall be construed in all respects as if the invalid or unenforceable provisions were omitted. This Warranty shall be governed by and construed in accordance with the laws of the State of Colorado. J.R.B. Enterprises, Inc. shall have no obligation under this Warranty unless all invoices for materials and installation have been paid in full by or on behalf of the building Owner.

**NOTICE OF CLAIMS AND GENERAL PROVISIONS**

The Owner shall promptly notify J.R.B. Enterprises, Inc. of observed, known or suspected leaks, defects or deterioration, and shall afford reasonable opportunity for Contractor to inspect the work, and to examine the evidence of such leaks, defects or deterioration. All claims hereunder must be submitted, in writing, to J.R.B. Enterprises, Inc. within thirty (15) days of discovering evidence suggestive of defective workmanship. Failure of the Owner to do so shall relieve Contractor of any and all responsibility and/or liability under the terms hereof. If, after inspection by J.R.B. Enterprises, Inc., a deficiency in workmanship is determined to exist, the subject area will be properly repaired in accordance with this Warranty. Such work shall be completed within a reasonable period of time after said notice by Owner. The Owner's exclusive remedy and Contractor's liability shall be limited to repair of the specific system location(s) and liability for the cost of said repairs shall not exceed the dollar amount paid by the Owner for the system installation labor. Action taken by Contractor to correct any defect(s) shall not act to extend aforesaid Warranty period. All notices given under or pursuant to this Warranty shall be in writing and sent by certified mail, return receipt requested, to J.R.B. Enterprises, Inc. Contractor strives to address any deficiency as soon as possible, thus Owner should immediately contact the assigned project manager via his/her cellular number provided at the time of contract signing as well as contact the Contractor office to ensure timely resolution.

**EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, \_\_\_\_\_.**

Owner: _____	<p align="center"><b>J.R.B. Enterprises, Inc.</b>            902 N. Circle Drive, Ste. 103            Colorado Springs, CO 80909            (719) 888-9JRB</p> <hr/> Authorized Representative _____ Date _____
Address: _____	
_____	
Phone: _____	
Signature of Property Owner / Authorized Representative	

Printed Name / Title