BRUMMITT ELEMENTARY SCHOOL ADDITIONS

Warranties

Owner

Duneland School Corporation 800 South 5th Street Chesterton, IN 46304

Architect

Tria Architecture
901 McClintock Dr., Suite 100
Burr Ridge, IL 60527

Contractor

Gariup Construction Co., Inc.
3965 Harrison St., P.O. Box 64879 (46401)
Gary, Indiana 46408
(219) 887-5233
(219) 981-3679

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Project Directory

Carter-Waters LLC Dru Previs 910 W. Ireland Road South Bend, IN 46614	Ph: Fx:	(574)231-9000 (574)231-9188
Circle "R" Electric, Inc. Nikolas Shields 5740 Central Avenue Portage, IN 46368	Ph: Fx:	(219)762-5588 (219)763-4178
E.C. Babilla, Inc. Chuck Babilla 3974 Harrison Street Gary, IN 46408	Ph: Fx:	(219)884-3851 (219)884-3852
Gariup Construction Co., Inc. Darren Demaree PO Box 64879 Gary, IN 46401	Ph: Fx:	(219)887-5233 (219)981-3679
Gatlin Plumbing and Heating Robert DePyssler 1111 E. Main Street Griffith, IN 46319	Ph: Fx:	(219)924-6972 (219)924-1401
Mulhaupts, Inc Jack Zenz 209-213 North 5th Street Lafayette, IN 47901	Ph: Fx:	(765)807-5907 (765)423-2622
Omega Steel Contractor Supply Craig Fowler 1640 E. Main Street Griffith, IN 46319	Ph: Fx:	(219)934-8500 (219)934-8521
Prism Painting Company Mike Helm 368 Kennedy Avenue Schererville, IN 46375	Ph: Fx:	(219)322-4800 (219)322-7321
South County Gypsum Luis Sanchez 11130 Delaware Parkway Crown Point, IN 46307	Ph: Fx:	(219)661-0337 (219)661-1353
Trout Glass and Mirror Mike Trout 3602 Enterprise Ave., Suite A Valparaiso, IN 46383	Ph: Fx:	(219)926-8675 (219)929-4387

Section 02485

Lawns General Seeding & Sodding



General Contractor + Construction Manager

August 29, 2018

Duneland School Corporation 601 W. Morgan Avenue Chesterton, IN 46304

Re: 2018 Additions at Brummitt Elementary School

To Whom It May Concern:

The undersigned, Gariup Construction Company, Inc., by Matthew Gariup, Treasurer does hereby guarantee all work and materials furnished and installed by Gariup Construction Company, Inc., against all defects in material and/or workmanship for a period of one year from the date of substantial completion.

Should you have any questions or comments, please contact our office.

Sincerely,

GARIUP CONSTRUCTION CO., INC.

Matthew Gariup Treasurer

MMG/sd

Section 03300

Concrete



General Contractor + Construction Manager

August 29, 2018

Duneland School Corporation 601 W. Morgan Avenue Chesterton, IN 46304

Re: 2018 Additions at Brummitt Elementary School

To Whom It May Concern:

The undersigned, Gariup Construction Company, Inc., by Matthew Gariup, Treasurer does hereby guarantee all work and materials furnished and installed by Gariup Construction Company, Inc., against all defects in material and/or workmanship for a period of one year from the date of substantial completion.

Should you have any questions or comments, please contact our office.

Sincerely,

GARIUP CONSTRUCTION CO., INC.

Matthew Gariup Treasurer

MMG/sd

Section 05120 Structural Steel

Ω omega steel and contractor supply

1640 E. MAIN ST. • GRIFFITH, IN 46319 PHONE (219) 934-8500 • FAX (219) 934-8521

August 14, 2018

TO: Gariup Construction Co., INC. P.O. Box 64879 Gary, IN 46401

RE: Brummitt Elementary School 250 Indian Boundary Road Chesterton, IN Project# 18-018

Omega Steel and Contractor Supply Company, Inc. hereby warrants all structural steel work provided by Omega Steel on the above-referenced project for site against any defective or substandard labor, material, equipment or workmanship for a period of (one) year from date of substantial completion August 5, 2018 in accordance with the contract documents.

Signed this 14th day of August 2018

Title President

Section 07212

Board & Batt Insulation



FOAMULAR® 400/600/1000 Extruded Polystyrene (XPS) Rigid Foam Insulation

Product Data Sheet

Warranty

FOAMULAR® XPS Insulation limited lifetime warranty maintains 90% of its R-value for the lifetime of the building and covers all ASTM C578 properties. See actual warranty for complete details, limitations and requirements at www. owenscorning.com.

All products described here may not be available in all geographic markets. Consult your local sales office representative for more information.

For more information on the Owens Corning family of building products, contact your Owens Corning dealer, call I-800-GET-PINK®, or access www.owenscorning.com.

Disclaimer of Liability

Technical information contained herein is furnished without charge or obligation and is given and accepted at recipient's sole risk. Because conditions of use may vary and are beyond our control, Owens Corning makes no representation about, and is not responsible or liable for the accuracy or reliability of data associated with particular uses of any product described herein.

SCS Global Services provides independent verification of recycled content in building materials and verifies recycled content claims made by manufacturers. For more information, visit www.SCsglobalservices.com.

GREENGUARD Certified products are certified to GREENGUARD standards for low chemical emissions into indoor air during product usage. For more information, visit ul.com/gg.

LEED is a registered trademark of the U.S. Green Building Council.









OWENS CORNING FOAM INSULATION, LLC ONE OWENS CORNING PARKWAY TOLEDO, OHIO 43659

1-800-GET-PINK®
www.owenscorning.com

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Section 07531 EPDM

1)		4)	Roofing Materials Manufacturer:			
2)	Roof Owner: Duneland School Corp		(Name and Address): Firestone Building Products			
	Type and Name of Building: Brummitt Elementary School		200 4th Ave. South			
	Building location: 2500 Indian Boundary Rd, Chesterton IN 46304	5)	Nashville TN 37201			
	Area of Roof: 500 sq ft		Warranty begins: <u>8/6/18</u> and expires: <u>08/06/20</u> (Date) (Date)			
6)						
8) 9)	Terms, Conditions and Limitations. This warranty does not cover an lightning, winds of peak gust speeds of 55 m.p.h. or higher measur phenomenon of the elements; structural settlement; failure, movement, as a roof substrate over which the roof system is applied; faulty condition the building; vapor condensation beneath the roof; penetrations for pite roof drains and gutters; penetration of the roof from beneath by rising control of Contractor which cause ponding or standing of water; termite and the like that come in contact with the roofing system and cause a lecondition because of damage by reason of any of the foregoing, this was such damage is repaired by Contractor at the expense of Owner.	ed at 10 m cracking or on of parape h boxes; er- fasteners of s or other in ak or otherv urranty shall	eters above ground, hail storm, flood, earthquake or other unus excess deflection of the roof deck; defects or failure of materials uset walls, copings, chimneys, skylights, vents, supports or other parts osion, cracking and porosity of mortar and brick; dry rot; stoppage f any type; inadequate drainage, slope or other conditions beyond asects; rodents or other animals; fire; or harmful chemicals, oils, activities damage the roof system. If the roof fails to maintain a watertil immediately become null and void for the balance of its term unlimited.			
8)	Notification by Owner. During the term of this warranty, if the roof le promptly confirm such telephone notice by written notice to Contractor.	eaks, Owner	r must immediately notify Contractor by telephone of such leaks, a			
9)	 (a) Unless Contractor receives notice from Owner in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the roof; (b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof; 					
	 (c) If any area of the roof is used as a promenade, walkway or work defined area and the specification is noted in paragraph 14 below. Transferability. This warranty shall accrue only to the benefit of the orithe prior written consent of contractor. 					
11)	No Other Warranties. No other express warranty is given by Contractor to Owner. The repair of the subject roof is the exclusive remedy. THER ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE IMPLIED WARRANTIES, ANI SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.					
	This warranty is separate and apart from any warranty that may be EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.	issued to (TY TO OW	Owner by the Roofing Materials Manufacturer. CONTRACTO/NER IN CONNECTION WITH OR ATTRIBUTABLE TO AN			
	Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.					
	Payment to Contractor. This warranty shall not be or become effective with the agreement pursuant to which said roof was applied.					
	Additional conditions or exclusions:					
	This warranty has been duly executed this <u>18</u> day of <u>August</u>	,	20 <u>18</u> .			
E. C.	Babilla, Inc	Dune	land School Corporation			
3y: <u>/</u>		Ву:				
	Contractor	_	Owner			
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FIRESTONE WARRANTY CONTRACT SUMMARY

Warranty No: 700349075 Project No: 3225484 Start Date: 08/06/2018

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

NEW SECTION

Firestone Red Shield - EPDM - 15 Year - 55 mph Membrane Only Warranty - EPDM - 20 Year Metal Paint Finish - EPDM - 35 Year



Square Footage: 500 Square Footage: 500

Square Footage: 500

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

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FIRESTONE WARRANTY **GENERAL TERMS, CONDITIONS AND LIMITATIONS**



Warranty No: 700349075 **Project No: 3225484** Start Date: 08/06/2018

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

Subject to the terms, conditions, and limitations set forth herein, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, provides the Building Owner ("Owner") named above with this Limited Warranty for the Firestone provided System(s) or Material(s) set forth herein. This Warranty consists of multiple pages, all of which comprise the express terms and conditions of the warranty herein. Additional requirements, terms, conditions, exceptions, and limitations are defined in subsequent pages. In the event that any inconsistencies exist between the General Terms, Conditions and Limitations listed below and the Terms, Conditions and Limitations in subsequent pages, the subsequent pages will prevail.

GENERAL TERMS, CONDITIONS AND LIMITATIONS

Payment Required. Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the System or Materials. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

Reclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the System or Material or which impair the System or Material's ability to perform properly; Failure by the Owner to use reasonable care in maintaining the System or Material, said maintenance to impair the system or reaction, said maintenance to include, but not be limited to, those items listed in the current version of the Firestone Owner's Manual available at http://firestonebpco.com/ in the Building Owner's Toolbox; Deterioration, defects or failure of building components, including, but not limited to, the substrates, structural elements, walls, mortar, HVAC units, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, skylights, foundation settlement, etc.; Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; Acid, oil, harmful chemicals, or the reaction between them; Alterations or repairs to the System or Materials that are not completed in accordance with Firestone's published specifications, not completed by a Firestone licensed applicator, and/or completed without proper notice to Firestone; The design of the system: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of System, Installation or Material is appropriate for a building and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; Improper selection of materials for the assembly or the failure to accurately calculate wind uplift and/or applicable design loads; Deterioration to metal materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; Fallure of any non-Firestone brand materials used in the Firestone System or Installation not specifically accepted in writing by Firestone to be included in coverage; Change in building use or purpose; Fallure by the Firestone licensed applicator or any additional contractor or subcontractor to follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended and installation of the System or Materials. It shall be the Firestone licensed applicator's sole and exclusive responsibility to strictly follow Firestone's recommended installation instructions or approved specifications or drawings for the layout, design, and installation of the System or Materials; or Failure to correct all installation deficiencies listed in any Firestone inspection report.

Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement, of any overburden, superstrata or overlays, either permanent or temporary, which include but are not limited to: structures or assemblies added after installation, fixtures or utilities on or through the System or Material, support platforms or bases for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios or any other obstacles that impede access, clear observation, investigation, and repair of the System or Materials, excluding ballast or pavers accepted by Firestone or overburden specifically included in subsequent pages of this Warranty.

Term. The term of this Limited Warranty shall be for the period set forth above and in subsequent pages of this document and shall not be extended under any circumstances without Firestone approval.

Access. During the term of this Limited Warranty, Firestone's designated representative or employees shall have free access to the Installation location for inspection, audit, or repair purposes during regular business hours. In the event that access is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the System or Material that are due to delays associated with said restrictions.

Waiver. Firestone's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty. Overburden. Owner shall be responsible for the costs associated with the removal and replacement, as well as any damage caused by the removal and replacement,

conditions of this Limited Warranty.

Disputes. Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty or relating to any material supplied or specifically required by Firestone shall be settled by mediation. The Owner hereby releases Firestone from all liability to Owner's insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the state of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

Governing Law. This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to its rules on conflict

Severability. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, SUBSTRATES OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

> 200 4th Avenue South, Nashville, TN 37201 1-800-428-4442 www.firestonebpco.com

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FIRESTONE RED SHIELD ROOF SYSTEM LIMITED WARRANTY

Warranty No: 700349075 Project No: 3225484 Start Date: 08/06/2018

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

NEW SECTION

Firestone Red Shield - EPDM - 15 Year - 55 mph

Square Footage: 500

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide labor and material to repair any leak in the Firestone Brand material due to normal weathering or any manufacturing or workmanship defect in the property within the scene of the research of the property within the scene of the research of the property within the scene of the pr defect in the membrane within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

<u>Products Covered.</u> The System shall mean only the Firestone brand roofing membranes, Firestone brand roofing insulations, Firestone brand roofing metal, and other Firestone brand roofing accessories when installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any leak should occur in the System, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any

Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty and within 60 days shall render this Limited Warranty. Warranty null and void.

No Dollar Limit (NDL). If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the repair of the leak. There is no dollar limit placed on warranted leak repairs to the extent such repairs are covered by this Limited Warranty.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by:

Hall

Winds of peak gust speed at or in excess of 55 mph calculated at ten(10) meters above ground using available meteorological data: (All associated building components, including but not limited to the deck substrate, joists, columns and foundation, must also meet wind speed design requirements);

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.

Damage to the roof incurred during breach, rupture or failure of any building envelope component during a flood or wind event not covered under warranty; or,

Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

> FIRESTONE BUILDING PRODUCTS COMPANY, LLC By: Jeff Henegar

Authorized Signature:

Title: Executive Director, Technical Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

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FIRESTONE ROOF MEMBRANE LIMITED WARRANTY

Warranty No: 700349075 **Project No: 3225484** Start Date: 08/06/2018

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

NEW SECTION

Membrane Only Warranty - EPDM - 20 Year

Square Footage: 500

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, provide replacement membrane sufficient to replace any area of Firestone Roofing Membrane ("Membrane") which leaks as a result of normal weathering or manufacturing defect within the scope of this warranty during the period specified above.

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The Membrane is limited to mean the Firestone brand Membrane when installed in accordance with Firestone Technical Specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone> are not covered under this warranty.

Notice. In the event any leak should occur in the Membrane, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any

Notice. In the event any leak should occur in the membrane, the Owner must give notice in writing or by telephone to rifestone within thirty (30) days of any occurrence of a leak. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the leak at its option. Investigation. Should the investigation reveal that the leak is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

warranty null and void.

Limitations. If upon investigation, Firestone determines that the leak is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty and deterioration in the Membrane is a result of ordinary exposure to the elements, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the supply of replacement membrane sufficient to replace the affected area of membrane. Firestone's replacement obligations over the life of this warranty are limited to the owners original cost of the Membrane.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Hail:

Winds;

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.

Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Products Not Covered. This Limited Warranty only covers Firestone brand membrane and does not cover other products and/or services, including, but not limited to, flashings, seams, adhesives, sealants, coatings, installation, or workmanship.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC

By: Jeff Henegar

Authorized Signature:

Title: Executive Director, Technical Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

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FIRESTONE METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700349075 Project No: 3225484

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

NEW SECTION

Start Date: 08/06/2018

Metal Paint Finish - EPDM - 35 Year

Square Footage: 500

For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, refinish any exterior paint finish ("Finish") on the UNA-CLAD brand coil-coated metal ("UNA-CLAD Metal") supplied by Firestone as part of the Firestone Project listed above which exhibits any of the following exterior surface conditions measured at the values listed below by Group:

Peeling, checking or cracking, except for crazing or cracking that may occur on formed edges or bends of the metal roofing panels and trim

2) Chalking in excess of a numerical rating, Vertical and Non-Vertical, listed below, when measured in accordance with ASTM D 4214 "Standard Methods of Evaluating Degree of Chalking of Exterior Paints," for a term not to exceed thirty (30) years

3) Fade or change in color in excess of the Vertical rating listed below in color difference units, as measured on exposed surfaces which have been cleaned of

external deposits and chalk and the corresponding values measured on the original or unexposed painted surfaces when tested in accordance with ASTM D 2244 3.7.1 and 3.8.4, "Standard Practice for Calculation of Color Tolerances and Color Differences from Instrumentally Measured Color Coordinates," for a term not to exceed thirty (30) years.

TERMS, CONDITIONS AND LIMITATIONS

Warranty Period of:
Group 1: Adhesion - 35 years, Chalk - 30 years at 8, Fade - 30 years at 5:
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Hemlock Green, Mansard Brown, Medium Bronze, Patina Green, Regal Blue, Sandstone,
Almond, Bone White, Cityscape, Colonial Red, Hartford Green, Mansard Brown, Medium Bronze, Patina Green, Mansard Brown, Mansard B Sherwood Green, Sierra Tan, Sky Blue, Slate Gray, Stone White, Terra Cotta, Tropical Patina, Champagne Metallic, Classic Copper, Silver Metallic

Group 2: Adhesion 35 years, Chalk - 30 years at 8, Fade - 30 years at 7: Charcoal Gray, Dark Bronze, Dark Ivy, Extra Dark Bronze, Teal

Group 3: Adhesion - 35 years, Chalk - 20 years at 8, Fade - 20 years at 9:
Brandywine, Matte Black, Regal Red, Electric Blue, Award Blue

Products Covered. This Limited Warranty is limited exclusively to metal roofing panels and trim fabricated from UNA-CLAD Metal and installed in accordance with Firestone technical specifications by a Firestone-licensed applicator. Any materials not manufactured or supplied by Firestone are not covered under this warranty.

Notice. In the event any peeling, checking, cracking, chalking, fading or excessive color change are observed by the Owner, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of any such observation. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the condition of the paint finish at its option.

Investigation. Should the investigation reveal that the surface condition is excluded under the Terms, Conditions and Limitations, the Owner shall be responsion for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. The Owner is responsible for completing repairs not covered by the Limited Warranty to be made at the Owner's expense that will permit this Limited Warranty to remain in effect for the Should the investigation reveal that the surface condition is excluded under the Terms, Conditions and Limitations, the Owner shall be responsible un-expired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed applicator and within 60 days shall render this Limited Warranty null and void.

Limitations. If upon investigation, Firestone determines that the condition of the paint finish is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner's sole and exclusive remedy and Firestone's total liability shall be limited to the refinishing of the UNA-CLAD Metal as determined by Firestone to require refinishing. Any and all refinishing work so performed by Firestone in compliance with this warranty shall be performed by using any standard finishing practices and materials.

Exclusions. Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a claim or damage is caused by: Hail;

Winds:

Roof traffic or storage of materials or equipment on the roof not specifically accepted in writing by Firestone.

Standing water or the continuous spray of water;

Any installation within 1500 feet of a saltwater environment; Surface temperatures that exceed 200 degrees Fahrenheit;

Airborne sand abrasion;

Metal shavings:

Any failure caused by the attachment or mounting of any item or device to or near the metal roofing panels and trim;

improper handling during fabrication and installation, including but not limited to, improper equipment fabrication, storage, transportation, erection, placement or failure to immediately remove strippable protective film coatings; or

Failure to give proper notice as set forth in paragraph above.

Transfer. This Limited Warranty shall be transferable and assignable subject to Owner's payment of the current transfer fee set by Firestone.

Alteration. Owner shall obtain Firestone's written approval before making any alterations to the roof system or installing any structures, fixtures, or utilities on or through the roof. This includes modification of the Firestone roof system to serve as a support platform for Photovoltaic (PV) Arrays (aka - Solar Panels), Garden Roofs, Decks, Patios, and areas intended for public access. Roof modification approval typically requires owner sponsored enhancement of the roof system to meet additional performance requirements to ensure service life following the proposed modification. Firestone is the sole judge of whether or not enhancements to the

> THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

> > Page 5 of 6 1008.001.2015





FIRESTONE METAL PAINT FINISH LIMITED WARRANTY

Warranty No: 700349075 Project No: 3225484 Start Date: 08/06/2018

Building Identification: BRUMMIT ELEMENTARY SCHOOL

Building Address: 2500 Indian Boundary Rd, Chesterton, IN 46304-2642

Building Owner: DUNELAND SCHOOL CORP Roofing Contractor: EC BABILLA INC, 40000882

roof system are required. Failure to obtain Firestone approval for a roof modification will result in invalidation of this warranty.

FIRESTONE BUILDING PRODUCTS COMPANY, LLC By: Jeff Henegar

Authorized Signature:

Title: Executive Director, Technical Services

THIS WARRANTY INSTRUMENT CONSISTS OF MULTIPLE PAGES, ALL OF WHICH ARE PART OF THIS DOCUMENT. ADDITIONAL REQUIREMENTS ARE DEFINED ON SUBSEQUENT PAGES.

Page 6 of 6 1008.001.2015





Section 07620

Sheet Metal Flashing & Trim

1)		4)	Roofing Materials Manufacturer:			
2)	Roof Owner: Duneland School Corp		(Name and Address): Firestone Building Products			
	Type and Name of Building: Brummitt Elementary School		200 4th Ave. South			
	Building location: 2500 Indian Boundary Rd, Chesterton IN 46304	5)	Nashville TN 37201			
	Area of Roof: 500 sq ft		Warranty begins: <u>8/6/18</u> and expires: <u>08/06/20</u> (Date) (Date)			
6)						
8) 9)	Terms, Conditions and Limitations. This warranty does not cover an lightning, winds of peak gust speeds of 55 m.p.h. or higher measur phenomenon of the elements; structural settlement; failure, movement, as a roof substrate over which the roof system is applied; faulty condition the building; vapor condensation beneath the roof; penetrations for pite roof drains and gutters; penetration of the roof from beneath by rising control of Contractor which cause ponding or standing of water; termite and the like that come in contact with the roofing system and cause a lecondition because of damage by reason of any of the foregoing, this was such damage is repaired by Contractor at the expense of Owner.	ed at 10 m cracking or on of parape h boxes; er- fasteners of s or other in ak or otherv urranty shall	eters above ground, hail storm, flood, earthquake or other unus excess deflection of the roof deck; defects or failure of materials uset walls, copings, chimneys, skylights, vents, supports or other parts osion, cracking and porosity of mortar and brick; dry rot; stoppage f any type; inadequate drainage, slope or other conditions beyond asects; rodents or other animals; fire; or harmful chemicals, oils, activities damage the roof system. If the roof fails to maintain a watertil immediately become null and void for the balance of its term unlimited.			
8)	Notification by Owner. During the term of this warranty, if the roof le promptly confirm such telephone notice by written notice to Contractor.	eaks, Owner	r must immediately notify Contractor by telephone of such leaks, a			
9)	 (a) Unless Contractor receives notice from Owner in accordance with paragraph 8 above of any leaks and is provided an opportunity to inspect, and if required by the terms of this warranty, to repair the roof; (b) If work is done on such roof, including, but without limitation, work in connection with flues, vents, drains, sign braces, railings, platforms or other equipment fastened to or set on the roof or if repairs or alterations are made to said roof, without first notifying Contractor in writing and giving Contractor the opportunity to make the necessary roofing application recommendations with respect thereto, which recommendations are complied with. Contractor shall be paid for time and materials expended in making recommendations or repairs occasioned by the work of others on the subject roof; 					
	 (c) If any area of the roof is used as a promenade, walkway or work defined area and the specification is noted in paragraph 14 below. Transferability. This warranty shall accrue only to the benefit of the orithe prior written consent of contractor. 					
11)	No Other Warranties. No other express warranty is given by Contractor to Owner. The repair of the subject roof is the exclusive remedy. THER ARE NO WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE IMPLIED WARRANTIES, ANI SPECIFICALLY THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED AND DISCLAIMED.					
	This warranty is separate and apart from any warranty that may be EXPRESSLY EXCLUDES AND DISCLAIMS ANY RESPONSIBILITY SUCH ROOFING MATERIALS MANUFACTURER'S WARRANTY.	issued to (TY TO OW	Owner by the Roofing Materials Manufacturer. CONTRACTO/NER IN CONNECTION WITH OR ATTRIBUTABLE TO AN			
	Incidental or Consequential Damages. UNDER NO CIRCUMSTANCES SHALL CONTRACTOR BE LIABLE TO OWNER OR ANY OTHER PERSON FOR ANY INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT OR UNDER ANY OTHER THEORY OF LAW.					
	Payment to Contractor. This warranty shall not be or become effective with the agreement pursuant to which said roof was applied.					
	Additional conditions or exclusions:					
	This warranty has been duly executed this <u>18</u> day of <u>August</u>	,	20 <u>18</u> .			
E. C.	Babilla, Inc	Dune	land School Corporation			
3y: <u>/</u>		Ву:				
	Contractor	_	Owner			
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16-16			de la			

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Section 07900 Joint Sealants

Tremco Incorporated

3735 Green Road • Beachwood, Ohio 44122 • 216-292-5000 www.tremcosealants.com



Commercial Sealants & Waterproofing

Warranty No:

59061

Date Issued: Exp:

8/31/2018 8/16/2023

Sealant Material Warranty

PROJECT NAME Brummitt Elementary Additions

2500 Indiana Boundry Road

Chesterton, IN 46304

GENERAL

CONTRACTOR

APPLICATOR

OWNER

ARCHITECT/

ENGINEER

Duneland School Corporation

601 W Morgan Ave Chesterton, IN 46304

PRODUCT(S) Dymonic 100 **DATE OF**

SUBSTANTIAL COMPLETION

TYPE OF WORK

Perimeters Door/Window

Gariup Construction Co

3965 Harrison Street

Gary, IN 46408

300 Linear Feet **New Project**

8/16/2018

Both Interior & Exterior

Tremco Incorporated ("Tremco") hereby warrants to the Owner, subject to the terms, conditions and limitations stated herein, that the Tremco Sealant specified above is free of manufacturing defects and conforms to published physical properties and quality control standards in force at the time product was purchased and, when installed in accordance with Tremco's written Application Instructions and in applications approved by Tremco as suitable for the Product, will have a useful life under normal service conditions for a period of 5 year(s) from the date of substantial completion.

In the event the Product is proven not to have performed in accordance with the Warranty during the warranty period, the Owner shall immediately notify Tremco and confirm such notice in writing within thirty (30) days. Tremco's sole responsibility under this Warranty shall be, at its option, either to refund the purchase price of or provide sufficient replacement material to replace the non-conforming product, and such refund or replacement shall constitute the limit of the Company's liability and obligation. During the term of this Warranty, agents or employees of Tremco shall be afforded opportunities to inspect any such areas at such time as Tremco may reasonably request.

Tremco makes no warranty with respect to appearance or color.

Tremco's obligations under this Warranty are expressly conditioned upon receipt of full payment for the Product and the Owner's compliance with each of its responsibilities described in this Warranty document. Any delay in full payment to Tremco shall not extend the Warranty Period.

No representative of Tremco has the authority to make any representations or provisions except as stated herein. This Warranty is issued to the above -named Owner and is transferable with the written consent of Tremco.

THE ABOVE WARRANTY IS IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. TREMCO SHALL NOT BE LIABLE FOR DAMAGE TO THE PROJECT STRUCTURE OR INTERIOR CONTENTS OR FOR ANY OTHER CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES ARISING FROM OR RELATED TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY OR THE PERFORMANCE OF THE MATERIALS COVERED BY THIS WARRANTY, WHETHER BASED ON BREACH OF WARRANTY, NEGLIGENCE OR OTHER THEORY OF LIABILITY.

> TREMCO INCORPORATED Commercial Sealants & Waterproofing

Dennis Convery, V.P. Sales North America

TO EXPEDITE PROCESSING, THIS DOCUMENT WILL BE COMPLETED AND DELIVERED IN ELECTRONIC FORM ONLY. AN ELECTRONIC SIGNATURE FROM A TREMCO REPRESENTATIVE ON A COMPLETED WARRANTY DOCUMENT IS VALID AND BINDING AND IS ENFORCEABLE TO THE SAME EXTENT AS A PENNED SIGNATURE.



Section 08255

FRP Flush Door Systems



CROSS ALUMINUM PRODUCTS WARRANTY

Cross Aluminum Products warrants its products to be free from defects in materials, and workmanship, excluding paint, for a period of ten (10) years from date of completion. This warranty shall apply only if products are installed in their correct locations, and shall be level, square, and plumb, at proper elevations and in alignment with other work in accordance with the manufactures installation instructions. The company will, at its option, repair or replace Cross Aluminum products which in the opinion of the company are found to be defective, provided said products are returned to Cross Aluminum Products, Niles, Michigan.

This warranty shall not apply to any products which, in the opinion of Cross Aluminum Products, have been modified, repaired or altered in any way without the express written consent of the company.

This warranty covers repair or replacement of defective Cross Aluminum products only. Cross Aluminum Products shall in no event be liable for any incidental or consequential damages for breach of any warranty.

Cross Aluminum Products, Niles, MI. 49120

Project: Duneland Schools Brummitt Elementary (Invoice #13229)

Installation by: Trout Glass & Mirror, Inc., Valparaiso, IN

Completion Date: September 25, 2018

Signed:

Cross Aluminum Products Inc.

Section 08710 Door Hardware

5110 West River Drive NE · Comstock Park, MI 49321 Phone (616) 784-9645 · Fax (616) 784-5781

WARRANTY

September 27, 2018

Project: Brummitt Elementary Location: Chesterton, IN

Material Provided: LCN Door Closers

With consideration to payment in full of our contract, we the undersigned, herewith guarantee that all materials for this project under our contract shall be free from defects of faulty workmanship and/or materials for a period of twenty-five years from the date of August 6, 2018.

Automatic Equipment Sales & Service, Inc.

5110 West River Dr., N.E. Comstock Park, MI 49321

Nick Budnick

5110 West River Drive NE · Comstock Park, MI 49321 Phone (616) 784-9645 · Fax (616) 784-5781

WARRANTY

September 27, 2018

Project: Brummitt Elementary Location: Chesterton, IN

Material Provided: Schlage Lockset

With consideration to payment in full of our contract, we the undersigned, herewith guarantee that all materials for this project under our contract shall be free from defects of faulty workmanship and/or materials for a period of ten years from the date of August 6, 2018.

Automatic Equipment Sales & Service, Inc.

5110 West River Dr., N.E. Comstock Park, MI 49321

Nick Budnick

5110 West River Drive NE · Comstock Park, MI 49321 Phone (616) 784-9645 · Fax (616) 784-5781

WARRANTY

September 27, 2018

Project: Brummitt Elementary Location: Chesterton, IN

Material Provided: Von Duprin Power Transfer

With consideration to payment in full of our contract, we the undersigned, herewith guarantee that all materials for this project under our contract shall be free from defects of faulty workmanship and/or materials for a period of one year from the date of August 6, 2018.

Automatic Equipment Sales & Service, Inc.

5110 West River Dr., N.E. Comstock Park, MI 49321

Nick Budnick

5110 West River Drive NE · Comstock Park, MI 49321 Phone (616) 784-9645 · Fax (616) 784-5781

WARRANTY

September 27, 2018

Project: Brummitt Elementary Location: Chesterton, IN

Material Provided: Glynn Johnson Overhead Stop

With consideration to payment in full of our contract, we the undersigned, herewith guarantee that all materials for this project under our contract shall be free from defects of faulty workmanship and/or materials for a period of one year from the date of August 6, 2018.

Automatic Equipment Sales & Service, Inc.

5110 West River Dr., N.E. Comstock Park, MI 49321

Nick Budnick

087/0

8227 Northwest Blvd. #270 Indianapolis, IN 46278

Phone: (317) 228-9470 Fax: (317) 228-9479



FOUNDED 1876

209-213 North 5th Street

Lafayette, IN 47901

Phone: (765) 423-2610 Fax: (765) 423-2622

DATE: August 6, 2018

CONTRACTOR: GARIUP CONSTRUCTION CO

Project: 18211 BRUMMITT ELEMENTARY

To Whom It May Concern:

We are pleased to warrant all finish hardware, hollow metal, and doors supplied by our firm on the above-mentioned project for a term of 1 year from substantial completion.

Mulhaupt's, Inc., at its option, will repair or replace any defective item found to be covered by this warranty. This warranty excludes all labor, mileage charges, and service call charges that may be incurred if Mulhaupt's, Inc. is required to install parts or items.

Attached are copies of product information, manufacturer warranties, and record drawings. Respectfully,

Jack Zenz Project Manager MULHAUPT'S, INC.



WARRANTY

WARRANTY

We warrant our products against defects in workmanship and materials for a period of one year, as follows:

(a) There are no warranties, express or implied, which extend beyond those described herein, and there is no implied warranty or merchantability.

(b) If our products should prove to be defective, our only responsibility will be to either repair or replace the defective item(s), and we will have no liability or obligation for any damages of any kind beyond such repair or replacement.

(c) Our obligation to repair or replace any defective item terminates one year after the product has been delivered by us to the customer, and also terminates at any time anyone other than our company performs any work of repair, service, or replacement on the item without our prior written consent.

(d) We assume no liability to pay any costs of labor or material for repair, service or replacement of any CURRIES product which has been incurred by anyone other than us.

(e) CURRIES is committed to providing the highest quality products and services to its customers as possible. Errors can occur on occasion. We request our distributors to act as "final" quality control on our hollow metal. A simple double check procedure by an assembly person prior to modifying a door or welding a frame should be performed on every unit of product that leaves a distributor's place of business. This simple action can prevent a considerable amount of potential field problems.

CURRIES Division of ASSA ABLOY Door Group, LLC

WARRANTY

IVES (the "Company") warrants only to Customer that the products will be free from defects in material and workmanship for a period of 12 months from the date of shipment of products. Continuous hinges carry a Lifetime Warranty with exception of electrified continuous hinged which carry a 12 month Warranty from time of shipment. The Customer shall be obligated to promptly report any failure to conform to this warranty in writing to the Company within the warranty period provided above. Company's sole obligation under this warranty is limited to repairing or replacing, at its option, the defective products.

NO OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE MADE WITH RESPECT TO THE PRODUCTS INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The provisions of this limited warranty do not apply to products: (i) used for the purposes for which they are not designed or intended; (ii) which have been repaired or altered without Company's prior written consent; (iii) which have been subjected to misuse, abuse, negligence, or accident; (iv) which have been improperly stored, installed, maintained, or operated; (v) which have been used in violation of written instructions provided by Company to Customer; (vi) which have been subjected to improper temperature, humidity, or other environmental conditions; (vii) which have been affected by normal wear and tear; or (viii) which, based on Company's examination, do not disclose to Company's satisfaction nonconformance to the warranty.

The following costs and expenses are not covered by the provisions of this limited warranty: (i) labor costs for the removal and reinstallation of products; (ii) shipping and freight expenses required to return products to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company's material (products only) or workmanship.

CONSUMER PRODUCTS. With respect to "consumer products" as defined under the Magnuson-Moss Warranty Act ("MMWA"), the following statements are made. (a) Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **IF ANY IMPLIED WARRANTY IS PROVIDED UNDER THE MMWA, IT IS LIMITED TO THE DURATION OF THE WARRANTY PROVIDED ABOVE.** (b) Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. (c) This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

LCN Limited Warranty

Subject to the terms and conditions of this limited warranty, Schlage Lock Company, LLC (the "Company") extends a limited warranty against defects in material and workmanship for its LCN branded product(s) identified in the Product Table below ("Products") as installed in the original location.

This limited warranty applies to Products purchased on or after **March 3, 2014**.

Product Table

4000 Series	30 Years
4050 Series	25 Years
1460 Series	30 Years
1450 Series	25 Years
1260 Series	20 Years
1250 Series	15 Years
Concealed, High Security (except 2210DPS)	15 Years
Automatic Operators; SE, ME, HSA, SEH Series; SEM Magnets; 2210 DPS (includes both electronic and mechanical components)	2 Years

Term: The limited warranty period for Products is as stated in the Product Table above. The "Commencement Date" for a limited warranty period shall be the date of Company's delivery to the original purchaser of the Products. Proof of Product purchase may be required by Company to confirm the Commencement Date.

What Company will do: Company may require proof of Product purchase in order to provide coverage under this limited warranty. As Company's only responsibility and user's only remedy under this limited warranty, Company will furnish a replacement Product upon receipt and confirmation by Company, in its sole opinion, that the Product has, in fact, failed due to a manufacturing defect under normal use and maintenance. In the event a replacement Product cannot be provided, Company will either provide a suitable replacement Product or a refund in the amount of the original purchase price.

What is not covered: The following costs, expenses, and damages are not covered by the provisions of this limited warranty: (i) labor costs including, but not limited to, such costs as removal and installation of Product; (ii) shipping and freight expenses required to return Product to Company; (iii) failures, defects, or damage caused by any third party product or service; (iv) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages.

The provisions of this limited warranty do not apply to Product that is: (i) not the proper size for the application for which the Product is used; (ii) not installed in accordance with Company's published Product installation instructions; (iii) installed with improper parts and/or incorrect parts (NOTE: It is recommended that Product be installed with LCN fasteners provided with Product); (iv) improperly stored, maintained, or operated; (v) modified, repaired, or altered in Company's sole opinion, in any manner, without the express written consent of Company; (vi) used for purposes for which the Product is not designed or intended; (vii) subjected to misuse, abuse, negligence, or accident; or (vii) subjected to improper temperature, humidity, or other environmental conditions.

Note: 900/7900 Series compressors are not manufactured by Company and are excluded from coverage under this limited warranty. For more information, parts, or repairs concerning the compressors, contact the compressor manufacturer directly at (269) 926-6171.

Additional Terms: This limited warranty is in lieu of all other warranties, express or implied. Company does not authorize any person to create for it any obligation or liability in connection with Product. Company's maximum liability hereunder is limited to the original purchase price of the Product. No action arising out any claimed breach of this limited warranty by Company may be brought by the user more than one (1) year after the cause of action has arisen.

How local law applies: This limited warranty gives you specific legal rights, and you may also have other rights as permitted by law. Some local laws do not allow limitations on how long an implied warranty lasts or the exclusions or limitation of incidental or consequential damages so the limitations or exclusions provided herein may not apply to you.

Program and Warranty Claims: If Product is to be claimed to be defective under this limited warranty, contact Customer Care at (877) 671-7011.

Note: Please contact LCN Customer Care prior to returning any product back to the factory. You will need prior authorization and an RMA for your return.





Complete Locks - TERMS & CONDITIONS

Product Warranties: Commercial Applications
3 Year Limited Mechanical Warranty and 1-Year Limited Electromechanical Warranty

Schlage Lock Company, LLC (the "Company") extends a three year limited mechanical warranty and one year limited electromechanical warranty to the original user of the products manufactured by the Company (the "Products") against defects in material and workmanship from the date of purchase. Certain Products contain restrictions to this limited warranty, additional warranties, or different warranty periods. Please see below for specific Product warranty information.

What The Company Will Do: Upon return of the defective Product to the Company or its authorized distributor for inspection, free and clear of all liens and encumbrances and accompanied by the statement of defects of proof of purchase, the Company will replace the Product.

Original User: These warranties only apply to the Original User of Products. These warranties are not transferable.

What is Not Covered: The following costs, expenses and damages are not covered by the provisions of these limited warranties: (i) labor costs including, but not limited to, such costs for the removal and reinstallation of Products; (ii) shipping and freight expenses required to return the Products to the Company; or (iii) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

The provisions of these limited warranties do not apply to Products: (i) used for purposes for which they are not designed or intended; (ii) which have been subjected to alteration, misuse, abuse, negligence, or accident; (iii) which have been improperly stored, installed, maintained, repaired or operated; (iv) which have been used in violation of written instructions provided by Schlage; (v) which have been subjected to improper temperature, humidity, or other environmental conditions (i.e., corrosion); or (vi) which, based on the Company's examination, do not disclose to the Company's satisfaction non-conformance to the warranties. Additionally, the Company will not warrant ANSI A156.2 Grade 2 lever Product installed in educational facilities and student housing.

Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Products. The Company's maximum liability under these warranties is limited to the purchase price of the Product. No action arising out of any claimed breach of these warranties by the Company may be brought by the Original User more than one (1) year after the cause of action has arisen.

How State Law Applies: These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

SPECIFIC PRODUCT WARRANTY RESTRICTIONS/ADDITIONAL WARRANTIES:

ND-Series Levers 10-Year Mechanical Warranty

The limited warranty is for a period of seven (7) years for products shipped prior to January 2012. 10-year for products shipped after January 2012.

Small Format Interchangeable Core (SFIC) Warranty

The limited warranty also applies to Schlage locks and housings when used with another manufacturer's cores, or to Schlage cores (i.e., SFIC) when used in another manufacturer's locks and housings. The use of unauthorized cylinder cams or other components with the Products shall void these warranties.

Everest 29, Everest 29 Primus, Everest 29 Primus XP, Everest, Everest Primus, and Everest Primus XP Limited Lifetime Key Breakage Warranty A limited lifetime warranty is provided to the original user against breakage and is subject to the restrictions of these limited warranties.

Portable Security Limited Lifetime Warranty

A limited lifetime warranty is provided to the original user and is subject to the restrictions of these limited warranties.

Exclusions: Oil Rubbed Bronze finish (613) is designed to improve over time and change in appearance, creating a living finish through daily use and thus, finish discoloration is not applicable to the above warranty.

Product Warranties: Residential Applications

Lifetime Limited Mechanical & Finish Warranty and 1-Year Limited Electronics Warranty

Subject to the terms and conditions of this warranty, Schlage extends a lifetime limited mechanical and finish warranty and a one-year limited electronics warranty to the original consumer user ("Original User") of our Schlage brand product ("Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed.

What Schlage will do: Upon return of the defective Product to Schlage, Schlage's sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product. Original User: This warranty only applies to the Original User of Products. This warranty is not transferable.

What is not covered: The following costs, expenses and damages are not covered by the provisions of this limited Warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (in) shipping and freight expenses required to return Product to Schlage; and (iii) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages. Some local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence or accident; (v) which have been improperly stored, installed, maintained or operated: (vi) which have been used in violation of written instructions provided by Schlage: (vii) which have been subjected to improper temperature. humidity or other environmental conditions; or (viii) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to the warranty. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

Exclusions: Oil Rubbed Bronze finish (613) is designed to improve over time and change in appearance, creating a living finish through daily use and thus, finish discoloration is not applicable to the above warranty, Additional terms: Schlage does not authorize any person to create for it any obligation or liability in connection with the Product. Schlage's maximum liability here under is limited to the original purchase price of the Product. No action arising out of any claimed breach of this warranty by Schlage may be brought by the Original User more than one (1) year after the cause of action has arisen.

How local law applies: This warranty gives you specific legal rights, and you may also have other rights as otherwise permitted by law. If this Product is considered a consumer product, please be advised that some local laws do not allow limitations on incidental or consequential damages or how long an implied warranty lasts, so that the above limitations may not fully apply. Refer to your local laws for your specific rights under this warranty.





TERMS & CONDITIONS - Product Warranties and Distribution Policy

Product Warranties: Residential Applications (Cont.)

Guaranteed Fit Program: Schlage products are designed to fit standard residential door preparations and retrofit existing tubular locks. Note: Mortise locks and preparations are not considered standard and are not guaranteed under this program. During the initial installation, if there is a problem with the Product's performance, the Original User may simply contact Schlage Customer Service at 888-805-9837 in the U.S. and Canada or 800-506-7866 in Mexico for assistance.

Program and warranty claims: If you encounter a residential door preparation or fit issue under the Guaranteed Fit Program or have a claim under this warranty, please contact Schlage Customer Service for repair, replacement or refund of the original purchase price in exchange for the return of the Product to Schlage.

DEXTER: Lifetime Mechanical Warranty and 5-year Finish Warranty by SCHLAGE.

Subject to the terms and conditions of this warranty, Schlage Lock Company ("Schlage") extends a lifetime limited mechanical and 5-year finish warranty to the original consumer user ("Original User") of Schlage I Series (formerly Dexter by Schlage) products ("Product") against defects in material and workmanship, as long as the Original User occupies the residential premises upon which the Product was originally installed.

What Schlage will do: Upon return of the defective Product to Schlage, Schlage's sole obligation, at its option, is to either repair or replace the Product, or refund the original purchase price in exchange for the Product, Original User. This warranty only applies to the Original User of Products. This warranty is not transferable.

What is not covered: The following costs, expenses and damages are not covered by the provisions of this limited Warranty: (i) labor costs including, but not limited to, such costs as the removal and reinstallation of Product; (in) shipping and freight expenses required to return Product to Schlage; and (iii) any other incidental, consequential, indirect, special and/or punitive damages, whether based on contract, warranty, tort (including, but not limited to, strict liability or negligence), patent infringement, or otherwise, even if advised of the possibility of such damages, Some local laws do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

The provisions of this warranty do not apply to Products: (i) used in commercial applications; (ii) used in common area applications; (iii) used for purposes for which they are not designed or intended; (iv) which have been subjected to alteration, abuse, misuse, negligence or accident; (v) which have been improperly stored, installed, maintained or operated; (vi) which have been used in violation of written instructions provided by Schlage; (vii) which have been subjected to improper temperature, humidity or other environmental conditions; or (viii) which, based on Schlage's examination, do not disclose to Schlage's satisfaction non-conformance to the warranty. Additionally, this warranty DOES NOT COVER scratches, abrasions, or deterioration due to the use of paints, solvents or other chemicals.

Product Warranties, Additional Terms & Conditions: Commercial and **Residential Applications**

Additional Terms: The Company does not authorize any person to create for it any obligation or liability in connection with the Products. The Company's maximum liability under these warranties is limited to the purchase price of the Product. No action arising out of any claimed breach of these warranties by the Company may be brought by the Original User more than one (1) year after the cause of action has arisen.

How State Law Applies: These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

Note:

Should the Product be considered a consumer product as may be covered by the Magnusson Moss Federal Warranty Act, please be advised that: (1) Some states do not allow limitations or incidental consequential damages or how long an implied warranty lasts so that the above limitations may not fully apply; and (2) This warranty gives specific legal rights and a user may have other rights which may vary from state to state.

For warranty service and shipping instructions contact:

Schlage and Portable Security Commercial Customers

Schlage Customer Care 3899 Hancock Expressway Colorado Springs, CO 80911

(877) 671-7011 Fax (800) 452-0665

Schlage and Portable Security Residential and Retail Customers

Schlage **Customer Care** 2119 East Kansas City Road Olathe, KS 66061

(800) 847-1864 (option 1) Consumer Fax (800) 366-5625

The Schlage Lock Company reserves the right to make changes in designs and specifications or to make additions or improvements on its products without notice and without incurring any obligation to incorporate them on products previously manufactured. The Schlage Lock Company is not responsible for any modification, addition or alteration to our products by others.

Distribution Function and Location Policy

The Schlage customer relationship includes the nonexclusive area of primary sales responsibility and the channel of distribution assigned by Schlage. It is vital to our success and for the effective management of the distribution of our products that the Schlage customer relationship, once it is satisfactorily established between us, should not be changed without our approval. Therefore, after selection by Schlage as a distributor of one or more of Schlage products, a customer should continue to perform that distribution function from the location of its business at the place or places utilized at the time of selection. A customer should not change its Schlage distribution function or establish a different or additional location without the prior written consent of Schlage.

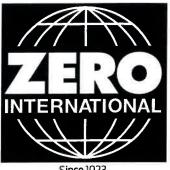
Schlage reserves the right to discontinue, after appropriate notice, sale of its products to any customer which refuses to adhere to this policy. Schlage also reserves the right to change, in its sole discretion, the number and locations of the distributors authorized to distribute its products in any area. This determination will be based upon, among other considerations, the success or failure in developing the market for Schlage products.





Supersedes all previous lists. Subject to change without notice.

For latest additions, corrections, revisions, visit www.zerointernational.com



"When Nothing Else Is Good Enough For Long Enough"

Since 1923



MINIMUM CHARGE:

\$50.00 Net. Surcharge may apply. Material charged to next stock size.

All claims for shortage or improper filling of order should be made within 10 days of receipt.

RETURNS:

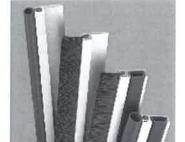
No returns accepted without prior authorization, Returns should be made within 30 days of authorization, freight prepaid, 45% restocking and handling charge will apply. Returns made after 30 days from date of delivery will receive a credit to their account to be applied to future orders. Nonstandard and specialty fabricated items are not returnable.



20% If order is fabricated and packed.

TERMS:

Pavable in U.S. Currency. Without open credit – Bank check, American Express, Master Card, Visa and Discover. Material charged to next stock size. All prices are F.O.B. factory.

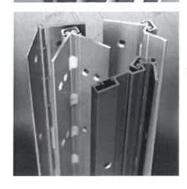


GUARANTEE:

Three years against defects in material or workmanship. Defective material will be replaced, however, no back charges for damage incurred or work done thereon will be allowed.



The following is made in lieu of all warranties, express or implied, including warranties or merchantibility and fitness for a particular purpose: Purchase or use of this product constitutes an agreement with Seller and Manufacturer that, if this product proves to be defective or in any way unsuitable, Seller's and Manufacturer's limit of liability for all damages, including but not limited to incidental or consequential damages, and User's or Purchaser's exclusive remedy, regardless of legal theory, including theories of breach of warranty, negligence and strict liability, shall be to receive, at Seller's or Manufacturer's option, repair of the defective product, an equivalent quantity of replacement product or a refund of the purchase price.



■ Main Office And Manufacturing ZERO INTERNATIONAL

415 Concord Avenue, Bronx, New York 10455-1004 Phone: 718-585-3230 • 800-635-5335 Fax: 718-292-2243 • 800-851-0000 E-mail: Zero.Customer.Support@allegion.com

■ Western Distribution Center **ZERO INTERNATIONAL**

2450 Loose Road, N. Las Vegas, NV 89030 Phone: 702-633-9300 Fax: 866-585-3230 E-mail: Zero.Customer.Support@allegion.com

www.zerointernational.com





States, all Products will be sold "Ex-works, Company's factory (Incoterms 2010)." In either instance, title and risk of loss will pass to Customer upon delivery to the carrier at Company's factory, provided, however, as set forth herein, Company shall retain a security Interest in the Deliverables until full payment has been made therefore, and Customer agrees, upon request, to do all things and acts necessary to protect Company's interest by adequately insuring the Deliverables against loss or damage from any cause and to have Company named as an additional insured. Customer will promptly provide Company with a copy of the relevant certificate of insurance upon Company's request.

a. <u>Freight Charges</u>. Company will ship all Deliverables in accordance with Company's freight shipment guidelines, which are set forth on the My Allegion Portal ("Freight Shipping Guidelines"). **WHICH TERMS ARE EXPRESSLY INCORPORATED HEREIN.**b. <u>Rush Charges</u>. Expedited order options are available as set forth in Company's freight

c. <u>Packing and Marking</u>. Company will pack, mark, and ship Deliverables according to its standard procedures for shipment, unless the parties agree, in writing, that Company will comply with any special instructions provided by Customer. Special instructions may result in an increased price

d. International Shipments. For all international orders, a Shipper's letter of instruction must be submitted in writing with the order. Failure to do so will result in the order being rejected. Complete adherence to this order requirement will be strictly enforced. Company will not be held liable for any charges resulting from delays due to lack of complete

will not be friet idate for any charges resoluting from detays due to tack or complete required information being supplied.

e. Once received by the Company, a Customer purchase order can only be combined with any other order or combined with Company brands (to qualify for freight allowances) in accordance with the Company's freight shipment guidelines, which are set forth on the My Allegion Portal ("Freight Shipping Guidelines").

12. CLAIMS. All claims must be submitted in writing to Company as follows: (i) All claims for prices must be submitted within thirty (30) days from the date of invoice; (ii) All claims regarding Deliverable quantity or incorrect orders must be submitted within ten (10) days from the date of delivery; (iii) All claims for damage to Deliverables (while in the care, custody, and control of Company) must be submitted within thirty (30) days from the date of invoice; (iv) All claims for loss or damage to Deliverables while in the care, custody, and/ or control of a carrier will be the responsibility of Customer, unless otherwise agreed by the

13. PRODUCT CHANGES. Company's product policy is one of ongoing update and revision, and accordingly, Company reserves the right to change, without notice, the design of, or the process of manufacturing, the Deliverables covered by this Agreement.

14. PRODUCT USAGE LIMITATION. Customer agrees: (i) not to sell or use a Deliverable in any manner contrary to the manner in which the Deliverable is intended to be used; and/or (ii) not to modify the design of any Deliverable for use with another product without the prior written consent of Company.

15. PRODUCT RETURNS. Unless otherwise agreed by the parties in writing, Deliverables In that are correctly furnished by Company per the purchase order may not be returned unless Customer receives written authorization from Company. If returns are authorized by Company, a return merchandise authorization ("RMA") number must be provided by Company. Deliverables identified under such RMA must be returned to Company within 90 days of issuance of the RMA. Such RMA number and any accompanying RMA documents, the deliberation of the RMA. the original invoice number, and a written explanation for the return must be included with the returned Deliverables in order for Company to inspect and approve a credit for the return. For warranty returns, a credit in the amount of the original purchase price will only be issued if, after Company's receipt and inspection of the returned Deliverables, Company confirms, in its sole discretion, the defect is valid and approves the return. For non-warranty returns/convenience returns. in the event Company approves such a return, in its sole discretion, the following shall apply: (a) the total amount of Deliverables requested to be returned shall be a minimum of \$250.00; (b) a credit will be made to Customer's account in the amount of the original purchase price less freight and a handling customer's account in the amount of the original purchase price less freight and a handing charge of 45% of the net material on the original invoice; and (c) only Deliverables that are new, current, standard, non-obsolete, non-specially manufactured, unused, in their original condition as at the time of sale by Company to Customer, in their original packaging and in Customer's inventory less than 180 days from the date of shipment by the Company, and in ot ordered as part of a master key solution may be considered by Company for return. Such credit will only be issued if, after Company's receipt and inspection of Deliverables, Company approves the return. The amount of final credit will be determined upon receipt at the factory and following Company's inspection and analysis of the at the factory and following Company's inspection and analysis of the condition of the returned material. Company retains the right to deny credit to anyone for any reason.

16. CONFIDENTIAL INFORMATION.

a. Non-Use And Non-Disclosure. Customer shall not use the Confidential Information of the Company except for the purpose of performing its obligations under this Agreement or exercising the rights granted herein (the "Purpose"). Customer shall protect Confidential Information of the Company from disclosure and unauthorized use in the same manner that it protects its own Confidential Information, but in no event shall such standard of the Company from disclosure and unauthorized use in the same manner. care be less than reasonable care. Customer may disclose Confidential Information of the Company only to its employees who require such information for the Purpose and who are

subject to confidentiality obligations at least as protective as those set forth herein.

b. <u>Proprietary Information and Advice.</u> (a) All designs, data, and specifications provided by Company are proprietary and may not be disclosed or reused by Customer without the prior written consent of Company; (b) Company assumes no obligation or lability for any advice given by Company, the results obtained, or damages incurred as a result of such

advice, and all such advice is given and accepted at Customer's risk.

c. Return. Upon the termination or expiration of a purchase order or this Agreement or upon the request of the Company, the Customer agrees to end all further use of, to immediately return to the Company the original version of, and to delete or destroy all copies of, any and all Confidential Information of the Company.

17. TRADEMARKS. Except as agreed to by Company in writing, Customer agrees not to (a) use Company's name in any form of publicity; or (b) use, create, register or market, directly or indirectly, in whole or in part, Company's names, logos, brands, or any other trademarks, or names that are now or may hereafter be owned by Company, as part of Customer's corporate or business name, as part of an internet domain name, uniform resource locator (URL), or in any way connected with Customer's business, trade address or other designations. Upon termination of this Agreement or upon the request of company for any reason, any use of Company's trademarks or names will be immediately discontinued.

18. LIMITED WARRANTY.
COMPANY MAKES NO OTHER WARRANTIES EXCEPT THOSE STATED IN
COMPANY'S LIMITED WARRANTY IN EFFECT ON THE DATE COMPANY
ACCEPTS EACH APPLICABLE PURCHASE ORDER ("LIMITED WARRANTY").
THE LIMITED WARRANTY MAY BE FOUND IN THE APPLICABLE PRICE BOOK
AND ON THE ALLEGION CUSTOMER WEBSITE, WHICH TERMS ARE EXPRESSLY
INCORPORATED HEREIN BY REFERENCE. COMPANY WILL MAIL CUSTOMER A
HARD COPY OF THIS WARRANTY UPON CUSTOMER'S WRITTEN REQUEST. IN
THE EVENT THAT CERTAIN DELIVERABLE WARRANTIES ARE NOT FURNISHED
BY THE COMPANY TO CUSTOMER, COMPANY WARRANTS ONLY TO CUSTOMER
THAT THE DELIVERABLES WILL BE FREE FROM DEFECTS IN MATERIAL
AND WORKMANSHIP FOR A PERIOD OF 12 MONTHS FROM THE DATE OF
SHIPMENT OF THE DELIVERABLES. COMPANY'S SOLE OBLIGATION UNDER
THIS WARRANTY IS LIMITED TO REPAIRING OR REPLACING, AT COMPANY'S
OPTION, THE DEFECTIVE DELIVERABLE, PROVIDED BY CUSTOMER WITHIN 30 DAY'S
OF DISCOVERY OF THE DEFECT OR NONCONFORMANCE. COMPANY DISCLAIMS
ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE
DELIVERABLES, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES
OF NON-INFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR
PURPOSE. PURPOSE.

a. Exclusions. The provisions of this Limited Warranty do not apply to Deliverables that: (A) are not the proper size for the application; (B) are not installed in accordance with Company's published installation instructions; (C) are installed with improper or incorrect parts and/or are used for purposes for which they are not designed or intended; (D) have been repaired or altered without the Company's prior written consent; (E) have been subjected to misuse, abuse, negligence or accident; (F) have been improperly stored, installed, maintained or operated; (G) have been used in violation of written instructions provided by Company to Customer; (H) have been subjected to improper temperature, humidity, or other environmental conditions, or (I) have been affected by normal wear and tear. In addition, the provisions of this Limited Warranty do not apply to any defects or issues with the design or performance of equipment or products not manufactured or issues with the design or performance of equipment or products not manufactured by Company, nor does it apply to any code compilance or permit requirements for the assembly, installation, erection or construction of any goods. Company is not responsible for loss or damage resulting from use of Deliverables in conjunction with parts or systems not manufactured by Company, Accessories or products furnished by the Company, but manufactured by others, shall carry whatever warranty the manufacturers have conveyed to the Company and which can be passed to Customer.

b. Services. Company warrants that its services will be free from defects in material and workmanship for a period of 12 months from the date of completion of the particular items of service. Company's sole obligation under this service warranty is limited to repair reperformance.

or reperformance, at its option of the service, provided however, if repair or reperformance is either impractical or impossible, the Company will refund to Customer that portion of the price paid to Company for any defective service, provided written notice of the defect or nonconformance is provided by Customer within 30 days of discovery of the

nonconformance.

c. Notification. Customer agrees to immediately notify Company in writing if any claim is made against Customer for any damages caused by any modules, parts, products, service or other Deliverables which may be the direct result of any defect in the manufacture of such aforementioned products. Customer agrees to cooperate with Company and its counsel in the defense of such claim and Customer agrees not to settle such claim without Company's written consent. If Customer fails to notify Company of such claim or fails to cooperate in such defense as aforesaid, then Company shall be discharged from any obligations under

this Section and shall have no further liability to Customer.
d. Exceptions. The following costs and expenses are not covered by the provisions of these limited warranties: (i) labor costs for the removal and reinstallation of Deliverables or other manufacturer's products; (ii) shipping and freight expenses required to return Deliverables to Company; (iii) normal maintenance; and (iv) economic losses. In addition, the provisions of this warranty are not applicable to anything other than defects in Company's material (products only) or workmanship.

19. LIMITATION OF REMEDIES.
CUSTOMER'S EXCLUSIVE AND SOLE REMEDY ON ACCOUNT OF, OR IN RESPECT OF, THE FUNNISHING OF NON-CONFORMING DELIVERABLES, SHALL BE TO (A) SECURE REPAIR OR REPLACEMENT OF THE PRODUCTS; OR (B) SECURE REPAIR OR RE-PERFORMANCE OF THE SERVICES OR TO OBTAIN A REFUND OF THE PRICE PAID FOR THE DEFECTIVE SERVICE, ALL AT COMPANY'S OPTION. IN NO EVENT WILL THE COMPANY'S MAXIMUM LIABILITY EXCEED THE SELLING PRICE FOR THE DELIVERABLE. THE WARRANTY, OBLIGATIONS AND LIABILITIES OF COMPANY (INCLUDING ITS SUPPLIERS) AND THE RIGHTS AND REMEDIES OF CUSTOMER ARE EXCLUSIVE AND ARE IN LIEU OF AND CUSTOMER HEREBY WAIVES AND RELEASES ALL OTHER WARRANTIES, OBLIGATIONS, REPRESENTATIONS OR LIABILITIES EXPRESS OR IMPLIED ARISING BY LAW, IN CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE, INCLUDING BUT NOT LIMITED TO (I) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY IMPLIED THROUGH COURSE OF PERFORMANCE, COURSE OF DEALING, OR USAGE OF TRADE OR (II) CLAIMS ARISING OUT OF THE NEGLIGENCE OF COMPANY OR COMPANY'S SUPPLIERS OR (III) ANY OTHER CLAIM ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE PERFORMANCE OF COMPANY OR FROM THE DESIGN, MANUFACTURE, SALE, REPAIR, LEASE OR USE OF THE DELIVERABLE, OR ANY COMPONENT THEREOF, DELIVERED OR RENDERED HEREUNDER OR OTHERWISE.

20. INDEMNIFICATION AND LIMITATION OF LIABILITY. a. Customer shall indemnify, defend and hold Company, and its officers, directors, employees, customers, Affiliates, suppliers, users and agents, (collectively the "Indemnitees") harmless from and against any and all damages, claims, losses, expenses, costs, obligations, liabilities, including without limiting the generality of the foregoing, liabilities for court costs and attorneys' fees,





Glazing



LABOR & MATERIAL WARRANTY

BRUMMITT ELEMENTARY RENOVATION CHESTERTON, IN

We hereby warrant the glazing, which we have completed, has been done in strict accordance with the drawings. We agree to repair or replace, or cause to be repaired or replaced, any or all of the work which may prove to be defective in workmanship or materials, together with any adjacent work which required repair, or replacement because of our defective work, we will warranty our work for a period of one year from the date of substantial completion, August 6, 2018.

If we fail to commence on comply with the above paragraph within 10 days after receipt of written notice from the Owner to do so, or failure to pursue such compliance with diligence, we jointly and severally, do hereby authorize the Owner to proceed to have the defects repaired and made good at our sole expense, and we will honor and pay the costs and charges for it, together with interest at the maximum rate permitted by law upon demand.

If we fail to fulfill the preceding obligations, and if the Owner brings an action to enforce this warranty, we agree to pay the Owner's reasonable attorney's fees incurred in connection therewith.

Signed

Michael J. Trout

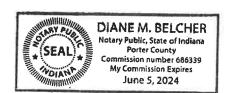
President

Signed and sealed this 17th day of August, 2018

Diane M. Belcher

Resident of Porter County

My Commission Expires 06-05-24



Suspended Acoustical Ceilings

09511

30-Year Limited Warranty Commercial Applications



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Lifetime (30-Year) Limited Warranty

All USG Down brand suspension systems, when used with any USG ceiling panels or tiles or SHEETROCK brand gypsum lay-in ceiling panels, carry a lifetime (30-year) warranty that our products shall be free from manufacturing defects and that the suspension systems shall be free from the occurrence of 50% red rust as defined by ASTM D610 test procedures for 30 years from the date of installation.

USG ceiling panels and tiles with *CLIMAPLUS* performance are specially formulated to endure environments with up to 100% relative humidity and temperatures up to 104 °F. These panels carry a limited warranty against visible sag for 30 years when installed in a Donn suspension system. (See "warranty conditions" section for specific Environmental Limitations)

Sag resistance is measured under 'Standard Test Method for Strength Properties of Pre-fabricated Architectural Acoustical Tile or Lay-in Ceiling Panels', ASTM C367-05. The Test Method cautions (Section 17.3) that it "is not designed to establish the expected performance of the ceiling panels under field conditions of use, but only the sag properties for the specific temperature, humidity, exposure time and mounting conditions used in the test.

Neither this Test Method nor any other laboratory test we are aware of can predict long-term sag resistance. We do know that the higher the relative humidity and temperature, and the longer the time these conditions prevail, the more susceptible to sag are the ceiling panels. Nevertheless, USG has offered sag resistant ceiling panels for more than 20 years, and we have very rarely received sag complaints. This excellent field performance is expected because the formulations of both core and/or backing, depending on the particular panel, inherently impart sag resistance. Avoidance of extreme temperature and humidity conditions and regular cleaning will enhance sag resistance and all other performance attributes of the ceiling panels.

USG ceiling panels with ClimaPlus Warranty Protection, are warranted to be free from the growth of mold and mildew for 30 years from the date of installation. These ceiling panels either include an antimicrobial treatment on the painted surface that contains a mold-inhibiting agent which provides broad-spectrum control for the growth of mold and mildew over the warranty period, or due to their inherent composition, they are warranted to be free from the growth of mold and mildew for the warranty period - Fiberglass panels with the ClimaPlus Warranty and Radar Ceramic ceiling panels do not have an added antimicrobial treatment; they are warranted to be free from the growth of mold and mildew for 30 years from the date of installation due to the inherent characteristics of the products.

 $\label{lem:class} \textbf{CLEAN Room and Sheetrock gypsum lay-in panels do not feature an antimicrobial treatment and therefore are not included in the 30-Year Antimicrobial System Warranty.}$

All USG limited warranties are subject to use under normal conditions. Abnormal conditions include exposure to chemical fumes, vibrations, moisture from conditions such as leaks or condensation, excessive humidity, or excessive dirt or dust buildup. By "lifetime" we mean the useful life of the ceiling system, up to a maximum of 30 years.

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	The CLIMAPLUS warranty periods for these and other USG produ	ucts and systems are as f	ollows:		
Warranties	Ceiling Systems	Panel/Tile	Suspension System		
	CLIMAPLUS Panels & Tile plus Donn Suspension System	Lifetime 30 Years	Lifetime 30 Years		
	All other USG Ceiling Panels & Tile plus Down Suspension System	1 Year	Lifetime 30 Years		
	USG Specialty Ceilings	1 Year			
	Undividual Davidants	Panel/Tile	Cummunion Custom		
	Individual Products	10 Years	Suspension System		
	CLIMAPLUS Panels & Tile	1 Year			
	All Other USG Ceiling Panels & Tile		10 Years		
	Down Suspension Systems		10 leais		
	All warranties are subject to the following terms and conditions:				
	Except where stated otherwise on specific product warranties, all USG warranties cover the original owner of the building at the time of installation.				
THIO IS OUTCIOU.					
	building at the time of installation.				
What will USG do?	In the unlikely event of product performance failure, at our election USG will replace the goods or we will refund or				
	credit an amount equal to the (original) purchase price of the goods within warranted conditions.				
	The building owner is responsible for all costs associated with	removal and installation.			
What does this warranty	All ceiling products and systems must be installed and maintained in accordance with current USG written				
not cover?	instructions and best industry practice, including the CISCA Handbook and ASTM C636, "Standard Practice for				
	Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels." SHEETROCK Gypsum				
	Panels used with the USG Drywall Suspension System are not covered.				
	Also, you must observe the following:				
	, also, you must associate the following.				
	- Care must be taken that the products are not damaged during delivery and while they are stored at the job site.				
	- The products must always be protected from vibration, direct contact with water including condensation, and				
	chemical fumes, both before and after installation.				
	 These products may not be used in exterior applications. 				
	Except as stated by individual product, the growth of mold or bacteria is not covered by this warranty nor is it the				
	· · · · · · · · · · · · · · · · · · ·	onsibility of USG. All products should be maintained to avoid excessive dirt or dust buildup or the presence of			
	excessive moisture that would provide a medium for microbial growth on ceiling panels.				
	Damage that may occur from vibrations, fire, water, freezing temperature, accident, any form of abuse or exposure to Abnormal Conditions is not covered in this warranty. If subject to Abnormal Conditions, the products should be				
			is, trie products snould be		
	removed immediately and replaced once the conditions are no	omial.			

30-Year Limited Warranty Commercial Applications

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Warranty Conditions

All ceiling products and suspension systems must be installed and maintained in accordance with USG written installation instructions for that product in effect at the time of installation and best industry practice. Prior to, during, and after installation, the ceiling product must be kept clean and dry, and maintained in an environment free of chemical fumes or vibration, not subject to Abnormal Conditions and within the following conditions:

Performance Level	Environmental Limitations
RADAR Ceramic	60-104°F (16-40°C) Up to 100% RH
CLIMAPLUS Ceilings	60-104°F (16-40°C) up to 95% RH
Standard Commercial Ceilings	60-85°F (16-29°C) up to 70% RH

For Radar Ceramic ceiling panels: The sag performance warranty extends to installations where the ceiling product is exposed to environments subject to temperatures of 60-104°F (16-40°C), chemical fumes, steam, and up to 100% RH, including standing water applications, so long as the product is installed with either AXTM or ZXLATM suspension systems. For swimming pools, install only with AX or ZXLA suspension systems. For outdoor soffits, canopies and parking garages, install with ZXLA suspension system (wind uplift should be considered).

For all *CLIMAPLUS* products (excludes CLEAN ROOM and SHEETROCK gypsum lay-in panels): These ceilings must be maintained to avoid excessive dirt or dust buildup that would provide a medium for microbial growth on these panels or tiles. Microbial protection does not extend beyond the treated surface as received from the factory, and does not protect other materials that contact the treated surface such as supported materials.

Suspension Systems

Prior to, during, and after installation, the suspension systems (excluding DXLA™, AX, ZXLA and the USG drywall suspension system) shall be maintained in a temperature range of 60-104 °F (16-40 °C) and relative humidity shall not exceed 90%. DXLA shall be maintained in a temperature range of 60-104 °F (16-40 °C) and relative humidity shall not exceed 95%. AX, ZXLA and the USG Drywall Suspension System shall be maintained in a temperature range from 60-104 °F (16-40 °C) and relative humidity can be up to 100%. The warranty does not cover rusting that occurs from building leaks or condensation.

General notes

The ceiling panels must not be used to support any material including insulation. Where insulation must be used, it should be no heavier than 0.26 lbs./sq. ft. and installed with the following USG recommendations: insulation must be applied perpendicular to the suspension cross tees with the suspension system supporting the weight of the insulation. Insulation is also not recommended to be used as follows: Firecode applications, unless specified and use described by Underwriters Laboratories, Inc. Mold or mildew growth on insulation or placed above the ceiling panel or tile are not covered by this warranty.

This warranty does not cover damage caused by fire, water, accident, or by any form of abuse except normal wear and tear.

Please see USG written instructions about proper maintenance, touch up, and repainting of our ceiling systems. Please note that not all products can be repainted and that repainting will affect acoustical performance, appearance, microbial resistance, fire resistance, and ventilation through the ceiling panels or tiles.

Note

1. Radar Ceramic ceiling panels with CumaPtus performance will withstand corrosive chemical fumes and contain coatings and/or a formulation to inhibit or retard the growth of mold and mildew.

Page 4 of 4	
	Normal environmental conditions must prevail to warrant product performance. This warranty will not cover situations where the panels are subject to vibrations or chemical fumes or where moisture comes in contact with the ceiling panel or tile as a result of a leaking roof, a sweating pipe, a leaking radiator, a flood, condensation on windows, condensation on more subtle surfaces where dew points are reached, humidified air from the HVAC system or any other similar causes.
How do you get service?	You must notify USG of the problem within 30 days of the time the problem first became apparent to you at the following address: USG, 550 West Adams Street, Chicago, IL 60661. Please send us any photographs of the problem area as these are often helpful. (Or, call us at 800 950.3839.) We will contact you within 30 days and, if we authorize a replacement or payment, that will be done within 30 days thereafter.
How does state law apply?	This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Replacement or refunding the purchase price of defective material shall constitute the sole and total obligation of USG. We shall not be responsible for any labor charges or other installation or replacement costs or for incidental or consequential damages of any nature whatsoever. THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.





UNITED STATES GYPSUM COMPANY LIMITED WARRANTY

The following Limited Warranty applies to products manufactured and sold by United States Gypsum Company that are used in the United States and NOT covered by a product-specific warranty at the time of the order acknowledgement for such product. For products that are covered by a product-specific warranty, that specific warranty applies to your purchase and not this Limited Warranty. To find out if a product is covered by a product-specific warranty, please visit <u>USG Warranty Page</u>, or <u>www.usg.com</u> and search for "warranty" or the product name.

What is Covered? United States Gypsum Company warrants that all products manufactured by it are free from defects in material and workmanship at the time of manufacture. This Limited Warranty extends to the entity that purchased the products directly from United States Gypsum Company,¹ dealers that sold the products in their original packaging, the contractor that first installed the products, and the owner of the building in which the products were originally installed.

What Will United States Gypsum Company Do? United States Gypsum Company's liability is expressly limited to the replacement (in the form originally shipped) of products not complying with this Limited Warranty, or, at our election, to the repayment of, or crediting the warranty holder with, an amount equal to the purchase price of such products. This limitation applies whether claims are for breach of warranty or negligence.

What is the Period of Coverage? This Limited Warranty runs from the date of purchase up to thirty (30) days from the date the claimed defect was discovered or by reasonable inspection should have been discovered. Your written warranty claim must be brought within that period and should include a brief description of the problem, photographs if available, and any sales receipts, invoices or other information indicating the date of purchase and installation. Please send this information to:

United States Gypsum Company Department 143-008 550 West Adams Street Chicago, Il 60661

Or email to: warranty@usg.com

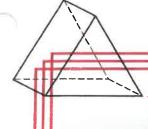
¹ Except to the extent directly inconsistent with this Limited Warranty, United States Gypsum Company's terms and conditions of sale to the direct buyer, including without limitation, any arbitration provision, shall apply to all claims made by the direct buyer under this Limited Warranty.

What is Not Covered? United States Gypsum Company shall not be liable under this Limited Warranty if any loss or damage was caused by improper application, storage, or use of the products, or if the products were not applied and used according to United States Gypsum Company's current printed directions and specifications, free copies of which are available on www.usg.com.

Other Important Information About Exclusions and Limitations: THE LIMITED WARRANTY IS THE LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER NON-ASSIGNABLE. WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ALLEGEDLY ARISING FROM A COURSE OF DEALING OR TRADE, EXCEPT WHERE PURCHASE OF THE GOODS IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES, ANY APPLICABLE LIMITED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE WRITTEN WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. UNITED STATES GYPSUM COMPANY SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW **EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS** ON HOW LONG AN IMPLIED WARRANTY LASTS; SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY BY JURISDICTION.

Section 09900 Paints & Coatings





PRISM PAINTING COMPANY

P.O. Box 1944

Highland. IN 46322

219-322-4800 FAX 219-322-7321

Date:

August 14, 2018

Proiect:

#18-018-04 – 2018 additions and Renovations at Brummitt Elementary School

Location:

2500 Indian Boundary Road, Chesterton, IN 46304

Owner:

Duneland School Corporation

PPC#

H334C-18

Date of Substantial Completion:

August 6, 2018

Warranty on Painting and/or Wallcovering Work

In accordance with the project documents, drawings, specifications and other relevant items, we herewith guarantee all work on the above referenced project against any defective or substandard labor, material, equipment, or workmanship for a period of one (1) year from the Date of Substantial Completion. Should any defects develop in the materials or workmanship within the specified warranty period, this subcontractor agrees within five (5) days after receiving written or verbal notice from the Owner or General Contractor, without expense to the Owner or General Contractor, to repair, replace, and in general to perform all necessary corrective work, with regard to the defective work or material, together with work in the trades that are disturbed as a result of such corrective work, to the satisfaction of the Owner. The foregoing shall not in any manner limit the Owner's remedy to this subcontractor's liability to those defects appearing within the warranty period. This subcontractor agrees to perform the work in a proper manner and time period so as to minimize any consequential damage sustained by the Owner and so as not to interfere with or in any way disrupt the operations of the Owner.

Sincerely.

Mike Helm Project Manager

Subscribed and sworn before me this

14th day of

Notary Public:

Commission Expires: March 19, 2023

Residing in:

Lake County, Indiana

Mechanical





1111 East Main St. Griffith, IN 46319-2897 Web: www.gatlinplumbing.com IN Plumbing License# 81009039 Phone: (219) 924-6972 Fax: (219) 924-1401 Email: gatlinplumbing@comcast.net IL Plumbing License# 055-010573

Celebrating Over 80 Years in Business!

CERTIFICATE OF WARRANTY

Gatlin Job Number:	18020				
Name of Project:	2018 Renovations at Brummitt Elementary School				
Address: 2500 Indian Boundary Road					
	Chesterton, IN 46304				
Owner	Board of School Trustees Dunel	and School Cor	poration		
Address:	601 West Morgan Avenue				
	Chesterton, IN 46304				
part of this certificate.	pecial conditions, and/or exception per drawings from contract. as per drawings from contract.	·	oted and are all to be construed as TRIA Architecture wings:		
Period of: 1 y	rear				
STARTING DATE: AUG	SUST 6, 2018 EX	XPIRATION DA	TE: AUGUST 7, 2019		
Date of Certific	ation: September 19, 2018		MBING		
	Cana mu	phy	CORPORATE		
	Clara Murphy, Secre An Equal Opportun		SEAL S		

Electrical

Circle "R" Electric Inc.

PRESIDENT
Charles V. Shields

VICE PRESIDENT/ PROJECT MANAGER Nikolas R. Shields

CONTROLLER

Amy Bolla

Treasurer/ Project Manager Anthony C. Shields

Secretary
Carol Berger

August 14, 2018

Gariup Construction Co., Inc. PO Box 64879 Gary, IN 46401-0879

Re: Brummitt Elementary School 2500 Indian Boundary Road Chesterton, IN 46304

Sir:

WARRANTY

Circle "R" Electric, Inc., guarantees for the subject project all material (excluding lamps), equipment and labor to be free of defects and agrees to replace or repair without cost to owner any such defects within one *(1) year of August 6, 2018*. This contractor, also, guarantees that all workmanship is of the highest quality, and that all material is installed in accordance with the best accepted practice.

Circle "R" Electric, Inc.

Nikolas R. Shields Project Manager

