



# TEXAS ASSOCIATION OF REALTORS® COMMERCIAL PROPERTY CONDITION STATEMENT

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CONCERNING THE PROPERTY AT: 117 S Railroad, Navasota, TX 77868

THIS IS A DISCLOSURE OF THE SELLER'S OR LANDLORD'S KNOWLEDGE OF THE CONDITION OF THE PROPERTY AS OF THE DATE SIGNED. IT IS NOT A SUBSTITUTE FOR ANY INSPECTIONS OR WARRANTIES A BUYER OR TENANT MAY WISH TO OBTAIN. IT IS NOT A WARRANTY OF ANY KIND BY SELLER, SELLER'S AGENTS, LANDLORD, LANDLORD'S AGENTS OR ANY OTHER AGENT.

## **PART 1 – Complete if Property is Improved or Unimproved**

Are you (Seller or Landlord) aware of:	<u>Aware</u>	<u>Not Aware</u>
(1) any of the following environmental conditions on or affecting the Property:		
(a) radon gas? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) asbestos components:		
(i) friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(ii) non-friable components? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) urea-formaldehyde insulation? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) endangered species or their habitat? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) wetlands? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) underground storage tanks? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) leaks in any storage tanks (underground or above-ground)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) lead-based paint? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) hazardous materials or toxic waste? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(j) open or closed landfills on or under the surface of the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(k) external conditions materially and adversely affecting the Property such as nearby landfills, smelting plants, burners, storage facilities of toxic or hazardous materials, refiners, utility transmission lines, mills, feed lots, and the like? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(l) any activity relating to drilling or excavation sites for oil, gas, or other minerals? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(2) previous environmental contamination that was on or that materially and adversely affected the Property, including but not limited to previous environmental conditions listed in Paragraph 1(a)-(l)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) any part of the Property lying in a special flood hazard area (A or V Zone)? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) any improper drainage onto or away from the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) any fault line at or near the Property that materially and adversely affects the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) air space restrictions or easements on or affecting the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) unrecorded or unplatted agreements for easements, utilities, or access on or to the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

(TAR-1408) 4-1-18 Initialed by Seller or Landlord:

04/22/18  
3:07PM EDT

04/22/18  
3:07PM EDT

04/22/18  
3:12PM EDT

and Buyer or Tenant:

07/12/18  
9:42PM EDT

07/12/18  
9:33PM EDT

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Commercial Property Condition Statement concerning 117 S Railroad, Navasota, TX 77868

	<u>Aware</u>	<u>Not Aware</u>
(8) special districts in which the Property lies (for example, historical districts, development districts, extraterritorial jurisdictions, or others)? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) pending changes in zoning, restrictions, or in physical use of the Property? ..... The current zoning of the Property is: .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) your receipt of any notice concerning any likely condemnation, planned streets, highways, railroads, or developments that would materially and adversely affect the Property (including access or visibility)? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(11) lawsuits affecting title to or use or enjoyment of the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) your receipt of any written notices of violations of zoning, deed restrictions, or government regulations from EPA, OSHA, TCEQ, or other government agencies? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) common areas or facilities affiliated with the Property co-owned with others? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) an owners' or tenants' association or maintenance fee or assessment affecting the Property? ..... If aware, name of association: ..... Name of manager: ..... Amount of fee or assessment: \$ ..... per ..... Are fees current through the date of this notice? <input type="checkbox"/> yes <input type="checkbox"/> no <input type="checkbox"/> unknown	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) subsurface structures, hydraulic lifts, or pits on the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) intermittent or weather springs that affect the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(17) any material defect in any irrigation system, fences, or signs on the Property? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(18) conditions on or affecting the Property that materially affect the health or safety of an ordinary individual? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(19) any of the following rights vested in others:		
(a) outstanding mineral rights? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) timber rights? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) water rights? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) other rights? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(20) any personal property or equipment or similar items subject to financing, liens, or lease(s)? ..... If aware, list items: .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of any of the conditions listed above, explain. (Attach additional information if needed.)

(TAR-1408) 4-1-18

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**PART 2 – Complete only if Property is Improved**

A. Are you (Seller or Landlord) aware of any material defects in any of following on the Property?

	<u>Aware</u>	<u>Not Aware</u>	<u>Not Appl.</u>
(1) <u>Structural Items:</u>			
(a) foundation systems (slabs, columns, trusses, bracing, crawl spaces, piers, beams, footings, retaining walls, basement, grading)?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(b) exterior walls? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(c) fireplaces and chimneys? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) roof, roof structure, or attic (covering, flashing, skylights, insulation, roof penetrations, ventilation, gutters and downspouts, decking)?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) windows, doors, plate glass, or canopies .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) <u>Plumbing Systems:</u>			
(a) water heaters or water softeners? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) supply or drain lines?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(c) faucets, fixtures, or commodes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) private sewage systems? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) pools or spas and equipments? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) sprinkler systems (fire, landscape)?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) water coolers?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) private water wells?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(i) pumps or sump pumps?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(3) <u>HVAC Systems:</u> any cooling, heating, or ventilation systems?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) <u>Electrical Systems:</u> service drops, wiring, connections, conductors, plugs, grounds, power, polarity, switches, light fixtures, or junction boxes? .....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(5) <u>Other Systems or Items:</u>			
(a) security or fire detection systems?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) porches or decks?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) gas lines?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(d) garage doors and door operators? .....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(e) loading doors or docks?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) rails or overhead cranes? .....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(g) elevators or escalators?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(h) parking areas, drives, steps, walkways?.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(i) appliances or built-in kitchen equipment?.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

If you are aware of material defects in any of the items listed under Paragraph A, explain. (Attach additional information if needed.) Requires new Electrical System. Current system outdated and feeding off of Electrical Grid for The Navasota Examiner located at 115 Railroad St.

(TAR-1408) 4-1-18

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9:42PM EDT

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9:33PM EDT

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B. Are you (Seller or Landlord) aware of:

**Not  
Aware Aware**

- |   |                          |                                     |
|---|--------------------------|-------------------------------------|
| (1) any of the following water or drainage conditions materially and adversely affecting the Property:  |                          |                                     |
| (a) ground water?.....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (b) water penetration? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (c) previous flooding or water drainage?.....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (d) soil erosion or water ponding?.....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (2) previous structural repair to the foundation systems on the Property?.....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (3) settling or soil movement materially and adversely affecting the Property?.....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (4) pest infestation from rodents, insects, or other organisms on the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (5) termite or wood rot damage on the Property needing repair? .....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (6) mold to the extent that it materially and adversely affects the Property? .....   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (7) mold remediation certificate issued for the Property in the previous 5 years?.....<br><i>if yes, attach a copy of the mold remediation certificate.</i>                   | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (8) previous termite treatment on the Property?.....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (9) previous fires that materially affected the Property?.....  | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (10) modifications made to the Property without necessary permits or not in compliance<br>with building codes in effect at the time?.....                                     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| (11) any part, system, or component in or on the Property not in compliance with the<br>the Americans with Disabilities Act or the Texas Architectural Barrier Statute? ..... | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

If you are aware of any of conditions described under Paragraph B, explain. *(Attach additional information, if needed.)*

*Kenneth Harker*

dotloop verified  
04/23/18 2:54PM EDT  
ZUUY-DHGB-LSGB-MPW7

Seller or Landlord: Kenneth Harker

The undersigned acknowledges receipt of the foregoing statement.

Buyer or Tenant:

By:

By (signature): *Sandra Harker*

dotloop verified  
04/22/18 3:12PM EDT  
UGDI-XATI-KKCD-IZQQ

Printed Name: Sandra Harker

Title:

By:

By (signature): *Nelson Sosa*

dotloop verified  
07/12/18 9:42PM EDT  
IY9I-VYPY-2KPN-NEON

Printed Name:

Title:

By:

By (signature): *Matt Harker*

dotloop verified  
04/22/18 3:18PM EDT

Printed Name: Matt Harker

Title:

By: Katherine Hawes

By (signature): *Katherine Hawes*

dotloop verified  
07/12/18 9:33PM EDT  
FXOF-NFUN-18XV-TG81

Printed Name: Katherine Hawes

Title:

**NOTICE TO BUYER OR TENANT:** The broker representing Seller or Landlord, and the broker representing you advise you that this statement was completed by Seller or Landlord, as of the date signed. The brokers have relied on this statement as true and correct and have no reason to believe it to be false or inaccurate. **YOU ARE ENCOURAGED TO HAVE AN INSPECTOR OF YOUR CHOICE INSPECT THE PROPERTY.**



# Lone-Star Roof Systems

"Texas' Premier Roofer"

1511 S. Texas Ave. #172  
College Station, TX 77840  
Tel: 800-317-1939 Fax: 866-352-4447



DATE:  
September 6, 2016

Bid To: Ken Harker  
117 Railroad Street  
Navasota, TX 77868  
281.376.4172  
Kharker55@yahoo.com

For: 117 Railroad Street  
Navasota, TX 77868

## Contract

We propose to supply and install the following: **Roofing and Related Sheet Metal as Per Plans and Specifications.**

### Option 1 - Scope of Work:

1. Remove metal roof panels to decking.
2. Replace up to two sheets of decking.
3. Mechanically fasten ½" EPS recovery board over existing roof system.
4. Mechanically fasten white Duro-Last Roofing System to field and parapet walls of building.
5. Flash in existing penetrations to new roofing system.
6. Furnish and install new metal edge to terminate new roof system.
7. Provide 20 year NDL (no dollar limit) labor and material Duro-Last warranty.

**Price = \$21,889.00 + \$1,806.00 (sales tax) = \$23,695.00**

*Exclusion: Decking repair(not mentioned above), painting, sheet metal work not pertaining to roofing, any structural damage.*

*Additional: Decking not mentioned above to be replaced at \$75.00 per sheet.*

*Terms: 30% due at acceptance of contract balance due at completion of job.*

*Note: Due to material price increases, this pricing is valid for 60 days. Value engineering is available to you.*

This quote is based on the usage of AIA Document A101 Standard Form of Owner-Contractor Agreement and included in all pricing is our standard insurance coverage.

Respectfully Submitted,

James Sajewski  
Lone-Star Roof Systems  
979.402.7663

**Acceptance of Contract** – The above price, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Customers signature \_\_\_\_\_

Date \_\_\_\_\_



**DURO-LAST®  
SUPREME**

**20-Year**

Warranty No.

TX 1464288

## **NDL Warranty**

**15 Years Consequential Damages And 5 Years Material and Labor**

### **I. TERMS and CONDITIONS**

Duro-Last®, Inc., ("Duro-Last"), grants this No-Dollar Limit ("NDL") Warranty to the owner of a building ("Owner") containing a **Duro-Last Roofing System ("Duro-Last System")** installed by a Duro-Last authorized Dealer/Contractor ("Contractor"), subject to the conditions and limitations contained herein.

Duro-Last's obligation during the 1<sup>st</sup> through 20<sup>th</sup> year shall be to repair any leak in the Duro-Last System caused by any defect in a component of the Duro-Last System or by the workmanship of the Contractor, but only as the workmanship relates to the installation of the Duro-Last System itself and not as it relates to other work performed, if any. Duro-Last's obligation includes, at Duro-Last's discretion, either the repair or replacement of part or all of the Duro-Last System and also includes the furnishing or cost of labor to repair the Duro-Last System provided the following conditions are met:

- A. Duro-Last and Contractor have been paid in full for the Duro-Last System, its installation and any outstanding invoices issued by Duro-Last that arise after the installation;
- B. The Duro-Last System has been approved by Duro-Last following inspection by an authorized Duro-Last Quality Assurance Technical Representative ("Duro-Last QA Tech Rep"), this No-Dollar Limit Warranty has been signed by a Duro-Last Quality Assurance Manager and the Contractor confirms that the Duro-Last System was installed in accordance with Duro-Last's specifications and written installation requirements;
- C. The Owner has notified Duro-Last within 7 days of the discovery of any leak, failure, or other alleged Duro-Last System defect. Owner must notify Duro-Last by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing [ws@duro-last.com](mailto:ws@duro-last.com), or by certified mail, return receipt requested;
- D. The Owner allows Duro-Last's QA Tech Rep(s), and/or Duro-Last Contractor(s) access to the roof including, if necessary, the removal and replacement by Owner at Owner's expense any and all obstructions, including but not limited to: rooftop gardens, earth, soil, pavers, ballast, decks, patio and walking surface materials, photovoltaic system, and other overburden; and
- E. Duro-Last authorizes the repair and, at Duro-Last's option, either Duro-Last's QA Tech Rep(s), or an authorized Contractor makes the repair.

During the 1<sup>st</sup> through 15<sup>th</sup> year of this No-Dollar Limit Warranty, Owner and Duro-Last agree that this No-Dollar Limit Warranty covers incidental and consequential damages derived from leaks caused by defects warranted against above. During the 16<sup>th</sup> through 20<sup>th</sup> year of this No-Dollar Limit Warranty term, Owner and Duro-Last agree that Duro-Last shall not be responsible for any incidental or consequential damages, including but not limited to any loss of profits, loss of use of the building or any damage to the building or its contents. Duro-Last must receive notice in the manner set forth above, prior to the first day of the 16<sup>th</sup> year, of any claim for incidental or consequential damages, otherwise such claim is waived.

### **II. OWNER'S RESPONSIBILITIES**

The Owner is not entitled to recover under this No-Dollar Limit Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Last System, including but not limited to inspecting and maintaining the Duro-Last System regularly and as needed, including after storms or natural disasters, and for removing any debris from the Duro-Last System, rooftop, and adjacent areas, and maintaining and keeping all drains in working order and clear of debris and other obstructions.

### **III. LIMITATIONS and EXCLUSIONS**

- A. This No-Dollar Limit Warranty does not apply to a Duro-Last System installed on a single-family residence.
- B. Duro-Last shall not be liable for damages arising from defects in the design or construction of the building or the roof assembly, including inadequate or insufficient drainage; nor shall Duro-Last be liable for any other products aside from the Duro-Last System.
- C. Duro-Last is not liable for any Duro-Last System failure nor for subsequent damages arising from Acts of God or causes outside Duro-Last's control including, but not limited to:
  - 1) Damage caused by fire, lightning, hurricane, gale, hail, tornado, flood, earthquake, animals, insects; or
  - 2) Damage caused by accident, vandalism, intentional act, negligence or failure to use reasonable care, whether on the part of the Owner or another; or
  - 3) Damage caused by any unauthorized modification to the Duro-Last System including, but not limited to: damage caused by unauthorized components used in installation or repair, by additional equipment or structures added to or made a part of the roof, by traffic, or by chemicals not normally found in nature or the like; or
  - 4) Interior condensation and/or moisture entering the Duro-Last System through walls, copings, structural defects, HVAC systems, or any part of the building structure, including from adjacent buildings.
- D. Duro-Last does not warrant the watertightness of metal products that are located outside of the termination of the Duro-Last membrane.
- E. Duro-Last does not warrant against color change and/or pattern change and/or print change in the Duro-Last System.
- F. Duro-Last shall have no liability under any theory of law for any claims, repairs, or other damages relating to the presence of asbestos or any vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like on or in the Duro-Last System or in the building or in the air or water serving the building.
- G. This No-Dollar Limit Warranty is transferable to subsequent Owners only upon the express written consent of Duro-Last and at Duro-Last's sole discretion. Duro-Last reserves the right to require an inspection of the Duro-Last System prior to transfer of this No-Dollar Limit Warranty. The Owner (undersigned below) must pay a \$500 warranty transfer fee and must pay for any non-warranted repairs identified by Duro-Last during any pre-transfer inspection. A transfer of this No-Dollar Limit

**OVER: CONTINUED ON BACK**



- Warranty shall not be effective unless all outstanding Duro-Last invoices have been satisfied.
- H. This No-Dollar Limit Warranty must be signed by a Duro-Last Quality Assurance Manager. Coverage under the terms of this No-Dollar Limit Warranty begins on the Effective Date. The Effective Date is determined by Duro-Last. Failure of the Owner or Contractor to sign this No Dollar Limit Warranty does not alter the Effective Date.
- I. This No-Dollar Limit Warranty shall be governed by the laws of the State of Michigan without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this No-Dollar Limit Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- J. No claim, suit, or other proceeding arising out of or related to the Duro-Last products or these terms, including without limitation this No-Dollar Limit Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- K. Duro-Last does not waive any rights under this No-Dollar Limit Warranty by refraining to exercise its rights in full in one or more instances.

THIS NO-DOLLAR LIMIT WARRANTY AND THE RESPONSIBILITIES AND REMEDIES STATED HEREIN ARE EXPRESSLY AGREED TO BY OWNER AND DURO-LAST AND CONSTITUTE THE SOLE WARRANTY AND REMEDIES OF THE OWNER FOR ANY ALLEGED DEFECT OR FAILURE OF THE DURO-LAST SYSTEM, WHETHER MEMBRANE, ACCESSORIES, OR CONTRACTOR WORKMANSHIP.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS NO-DOLLAR LIMIT WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. OWNER AND DURO-LAST TOGETHER JOINTLY DISCLAIM ANY OTHER OR FURTHER WARRANTIES EXCEPT THOSE INCLUDED IN THIS DOCUMENT. IN ANY EVENT, ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR, OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED AND EXCLUDED.

OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 1<sup>ST</sup> THROUGH 15<sup>TH</sup> YEAR OF THIS NO-DOLLAR LIMIT WARRANTY, THIS NO-DOLLAR LIMIT WARRANTY COVERS INCIDENTAL AND CONSEQUENTIAL DAMAGES DERIVED FROM LEAKS CAUSED BY DEFECTS WARRANTED AGAINST ABOVE. OWNER AND DURO-LAST BOTH ACKNOWLEDGE AND AGREE THAT DURING THE 16<sup>TH</sup> THROUGH 20<sup>TH</sup> YEAR OF THIS NO-DOLLAR LIMIT WARRANTY, DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE, OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, BREACH OF THIS AGREEMENT, DELAY, NON-DELIVERY, NON-PERFORMANCE, RECALL OR ANY OTHER REASON.

THERE ARE NO THIRD PARTY BENEFICIARIES TO THESE TERMS. OWNER ACKNOWLEDGES THESE LIMITATIONS AND WAIVERS, DECLARES THAT THEY HAVE BEEN READ AND UNDERSTOOD, AND AGREES TO BE SO BOUND. ANY PAYMENT FOR THE DURO-LAST SYSTEM OR REGISTRATION OF THE WARRANTY WITH DURO-LAST SIGNIFIES THAT THE OWNER HAS VOLUNTARILY AND KNOWINGLY CONSENTED TO ALL TERMS.

The Contractor is not an agent of Duro-Last and does not have authority to bind Duro-Last. If any Contractor or sales representative made any statements about Duro-Last, its products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. Furthermore, no person may change or modify any term or condition of this No-Dollar Limit Warranty unless in writing and signed by the authorized representative of the Owner and by a Duro-Last officer or by the Duro-Last Quality Assurance Manager.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to that extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.

DURO-LAST®, INC.  
525 Morley Drive  
Saginaw, MI 48601

CHARLES C. SMITH  
QUALITY ASSURANCE MANAGER  
Signature of Duro-Last QA Manager

HARKER BUILDING  
Name of Building  
117 RAILROAD ST  
Address of Building  
NAVASOTA, TX 77868  
City, State & Zip of Building  
ENTIRE  
Building Designation  
11/17/2016  
Effective Date  
391622  
Serial No.

Signature of Owner  
Owner (printed)  
Signature of Contractor  
LONE-STAR ROOF SYSTEMS  
Contractor (printed)  
4826  
Square Footage  
TX 1464288  
Warranty No.