



J & A Industries, LLC
CERTIFICATE OF LIMITED WARRANTY

I. J & A Industries WARRANTY

This is to certify that J & A Industries, LLC. ("J&A") warrants to the original End User of the Building and Subsequent Owners during the Term, as those terms are defined below (collectively, the "Purchaser"), that the Building delivered is manufactured by J&A in a good and workmanlike manner, free from defects in material and workmanship consistent with the general standards in the industry and consistent with the plan and specifications approved in writing by the Customer and/or End User. In the event the Building should be defective in any part or component, when installed, or if the structure should develop defects within the Term, J&A will, except as provided herein, in the methods it determines to be necessary and appropriate, in its sole discretion, replace or repair, at its sole option, any such defective part or component, or otherwise remedy the defect at its own cost and expense. "End User," as used above, shall mean the first individual or entity purchasing the Building primarily for use rather than resale. "Subsequent Owners," as used above, shall mean successor owners of the Building at the Location during the Term, but not a successor owner of the Building after the Building has been *moved* from the Location.

II. TERM

This Warranty shall commence upon the date the Building was shipped from J&A's manufacturing facility (the "Commencement Date"), and shall continue for a period of **one** (1) calendar year, unless terminated or voided pursuant to the terms herein (the "Term"). J&A shall have the right to request documentation from the End User evidencing the date the Building was originally installed. If End User fails to provide such documentation to J&A within thirty (30) calendar days of such request, this Warranty shall be void.

III. NOTICE OF CLAIM

Purchaser shall give written notice to J&A at the address provided herein of any alleged defect within thirty (30) days of discovery of such defect and shall, in such written notice, provide J&A with details regarding the alleged defect including, without limitation, known causes thereof ("Warranty Claim"). Upon receipt of a Warranty Claim, J&A will send a representative to the Building Location for an inspection, and Purchaser shall cooperate fully with this inspection and related investigation. If, upon inspection, J&A determines the defect is not covered by this warranty for any reason, Purchaser shall, at J&A's option, be liable for all expenses incurred by J&A in conducting the inspection including, without limitation, reasonable travel expenses, which amounts shall be paid by the End User or Subsequent Owner within twenty (20) calendar days of invoice. If the expenses are not timely paid, time being of the essence, this Warranty shall be void.



IV. DISCLAIMER: NO OTHER WARRANTY EFFECTIVE

THE EXPRESS WARRANTY HEREIN IS IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, AND ALL SUCH WARRANTIES ARE HEREBY DISCLAIMED BY J & A INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THIS DISCLAIMER SHALL ALSO APPLY TO ALL SUCH IMPLIED WARRANTIES WITH RESPECT TO THIRD PARTY COMPONENTS.

V. COMPONENT PARTS

This warranty does not cover component parts that J&A is required to install where the components and/or installation is a specified requirement by the Customer or End User. In such case, the respective manufacturer's warranty shall govern such component parts, and J&A hereby assigns and transfers any such warranties on component parts to the End User.

VII. WARRANTY EXCLUSIONS

The Warranty and obligations stated herein shall not apply to:

- (A) Defects (i) Caused by work performed or alterations made to the Building by anyone other than a J&A employee or party explicitly approved by J&A in writing to perform the alterations; or (ii) Caused during any move, transportation, relocation or re-siting of the Building by any party other than J&A or other party explicitly approved by J&A in writing;
- (B) Defects caused by installation at the Location by anyone other than J&A, if such installation was done improperly or in any manner that would affect adversely the Building's stability, reliability or useful life;
- (C) Defects caused by acts of God, inadequate electrical/power supply, fire, theft, vandalism, water, abuse, misuse, accidents, riot or work done by others;
- (D) Defects caused by Purchaser's abuse or neglect;
- (E) Defects caused as a result of heavy fallout or exposure to corrosive chemicals, ash or fumes from any chemical plant, foundry, plating works, kiln, fertilizer manufacturing, paper plant, aviation fuel or similar cause;
- (F) Defects caused by any corrosive substance or any condensate of any harmful substance contained, generated or released inside the building;
- (G) A Building that has been moved to a location that is within ten (10) miles from a coastline of the United States or any other country, territory or location, or the Great Lakes if located within the United States or Canada;
- (H) The purported warranty claim is outside of the J&A Warranty Term; or
- (I) The Purchaser has not paid J&A for the Building.



VIII. LIMITATION OF REMEDIES

Should a court of competent jurisdiction find the limited warranty set forth above breached, J&A's only obligation shall be to, at its sole option, either repair or replace the Building. If, and only if, the foregoing remedy fails of its essential purpose, J&A shall, in exchange for return of the Building by Purchaser at its sole expense, including all shipping costs, refund the Building's original purchase price to Purchaser and under no circumstances shall J&A 's liability exceed this amount.

IX. LIMITATION OF LIABILITY

J&A shall not be liable to Purchaser for special, indirect, liquidated, incidental, consequential or punitive damages under any circumstances whatsoever. This limitation applies to any and all legal theories under which damages may be sought, and will apply even if the End User or Customer is unable to realize upon any remedy or it fails in its essential legal purpose.

X. NO MERGER

This Warranty is the complete, exclusive and final agreement of the Parties with respect to the quality or performance of the Building and any and all warranties and representations otherwise contained in any contract document between the Parties.

XI. NO ORAL MODIFICATIONS OR WAIVERS

No modification of this warranty shall be effective unless in writing and executed by an authorized representative of J&A and the Purchaser. No waiver of the terms of this warranty by J&A shall be effective unless in writing and executed by a J&A authorized representative.

XII. NO ASSIGNMENT

Other than provided herein, this warranty is not assignable or transferable without J&A's advance written consent, which may be unreasonably withheld, delayed, or qualified in J&A's sole discretion.

XIII. GOVERNING LAW

This warranty and the rights and duties of the Parties hereunder shall be governed by the laws of the State of Kansas. The Parties agree that sole, exclusive jurisdiction and venue shall be in the District Court of Kansas sitting in Crawford County.

Date of Shipment: _____

J&A Serial #: _____

Description: _____

By: _____

J&A Authorized Representative