



LIFE OF STRUCTURE WARRANTY

I. LIFE OF STRUCTURE WARRANTY

A. Sole and Exclusive Purpose

The sole and exclusive purpose of this limited Life of Structure Warranty is to provide free adjustment, repair, or replacement of the Ram Jack or Helical steel pier during the Warranty period should the Ram Jack steel or Helical pier fail to perform as intended within the limitations and exclusions herein states.

B. Failure to Perform

A pier fails to perform as intended when the foundation in the immediate area of The Work settles or moves downward after the completion of The Work.

C. Sole & Exclusive Remedy

The sole and exclusive remedy which Ram Jack is obligated to provide for pier failure is limited to repair, replacement or adjustment of the Ram Jack Steel Pier.

II. THE WARRANTY IS TRANSFERABLE

III. EXCLUSIONS OF THE LIFE OF STRUCTURE WARRANTY

A. Heave — Heave or upward movement of the foundation due to soil expansion is excluded.

B. Settlement — Settlement of the interior floor, slab, or foundation is excluded except in the immediate area of The Work as described in Section I.B. "Failure to Perform."

C. Area of Responsibility - All areas outside the immediate area of The Work are excluded from this Warranty.

D. Consequential Damages - This Life of Structure Warranty does not include any repair which is the result of consequential damages, including damage to concrete, brick, mortar, sheetrock, wallpaper, paint, rigid materials or furnishings.

E. Catastrophic Events - The installation of Ram Jack piers will not prevent damages caused by Slope Failure, Soil Creep, earthquake, flood, seismic explosions or tornadoes. The Owner shall not hold Ram Jack responsible for direct damages or consequences of these damages should they occur.

IV. INCLUSIONS

The following are included as part of the Life of Structure Warranty by Specific Reference:

- Contract for The Work
- Limitations of The Work
- Service Plan
- Cost of Services
- Limited Lifetime Warranty and
- Causes of Foundation Failure

THE WRITTEN TERMS OF THIS LIFE OF STRUCTURE WARRANTY, AS EXPRESSED ABOVE, REPRESENT THE ENTIRE WARRANTY OBLIGATION OF RAM JACK. NO OTHER AGREEMENTS, UNDERSTANDINGS, REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, HAVE BEEN MADE OR ARE MADE BY RAM JACK.

V. FINAL PAYMENT

The Life of Structure Warranty becomes valid only upon receipt of final payment.

INVOICE # 41027C DATE: 5-17-10

PROPERTY ADDRESS 4572 Antioch Rd
Oxford, NC 27565

AUTHORIZED AGENT

A handwritten signature in dark ink, appearing to read "Richard D. DeLoach".

RAM JACK LLC

1-800-310-6354