

May 22, 2007

City of Portsmouth, New Hampshire
Department of Public Works

Addendum #1

**Bid #36-07
High Hanover Parking Facility Stairtower Roof Project**

This addendum forms part of the original document marked Bid #36-07.

The Atlas International, Inc. 20 Year Limited Warranty was inadvertently omitted from original bid document. This warranty becomes part of the original bid document numbered #36-07. All else remains the same.

Please acknowledge receipt of this addendum within your proposal, failure to do so may subject a bidder to disqualification.

ATAS INTERNATIONAL, INC.

20 YEAR

LIMITED WARRANTY

INSTALLING CONTRACTOR: _____ TEL: _____ DATE: _____

ADDRESS: _____

PROJECT NAME/IDENTIFICATION: _____

ADDRESS: _____

STYLE: _____ METAL: _____ FINISH: _____ COLOR: _____

1. This is to certify that the ATAS International, Inc. (ATAS) Cladding and Roof Panels sold by ATAS are manufactured by ATAS in accordance with the highest standards of engineering and production skills from durable, high quality coated materials.
2. ATAS warrants that its panels (PRODUCTS), upon delivery, are free from defects in material and workmanship, excluding any freight damage, and, if properly installed, will not, under normal conditions, rupture, crack or perforate for a period of 20 years from date of shipment. The term "free from defects in material and workmanship" does not include waviness present in the flat area of the panels, due to inconsistency in the alloys, galvanizing process, light gauge metals, uneven substrates, installation and/or misalignment of support systems over which the panels are applied, which the industry has accepted as being prevalent and normal. Such waviness shall not be the cause for a claim under this or any other warranty.
3. ATAS PRODUCT with the Fluoropolymer, Kynar 500®/Hylar 5000® finish, is warranted hereby not to chip, or peel for a period of twenty (20) years from date of shipment or change color more than 5 E units or chalk in excess of A.S.T.M.D 659-80 rating of 8.
4. ATAS PRODUCT with the Polyester finish is warranted hereby not to chip or peel for a period of twenty (20) years from date of shipment.
5. This Limited Warranty covers the PRODUCT, as stated in paragraphs 2, 3, or 4, exposed to normal atmospheric conditions (which term excludes corrosive or aggressive atmospheric conditions such as, but not limited to, those contaminated with chemical fumes or direct salt spray) in the Continental United States. This Limited Warranty shall not apply where the PRODUCT failure is the result of fire, lightning, hurricane, tornado, windstorm, hailstorm, war or civil disturbance, vandalism or other willful or accidental abuse, or other causes beyond the control of ATAS.
6. This Limited Warranty is for material only and does not include defects resulting from damage caused by other trades or materials substituted for, or used in addition to, ATAS's PRODUCT, or when failing to provide simple and/or reasonable maintenance to the PRODUCT. This Limited Warranty is only for material supplied by ATAS and not for any other material obtained from other sources or not engineered and manufactured by ATAS.
7. This Limited Warranty will not extend to or cover the damage to the PRODUCT due to improper shipping, handling, installation (which term includes failure to permit drainage of standing water), or failure to remove the protective masking, metal dust and shavings.
8. ATAS's liability under the terms of this Limited Warranty will be limited to a period not exceeding the period of any Limited Warranty running from customer to its customer and limited to the direct cost of refinishing or replacing the failed PRODUCT. Refinishing of the failed metal shall be performed by using standard finishing practices and materials, not necessarily replacing the PRODUCT, at ATAS discretion. ATAS will in all instances have the option of determining whether refinishing or replacing shall be utilized to fulfill its obligation. In no event however, shall ATAS's responsibility extend to any consequential damages, and in all cases, ATAS reserves the right to approve and negotiate the contract for such repainting or replacing. The Limited Warranty on any refinished or replaced PRODUCT supplied hereunder, shall be, for the then unexpired portion of the Limited Warranty period, applicable to the original PRODUCT. In event of replacement the cost shall not exceed the original purchase price of the PRODUCT.

Please Initial and Return: _____

9. Any repair, refinishing or replacement not authorized by ATAS shall release ATAS from all liabilities and obligations with respect to the Products involved.

10. To be valid, any claim must be submitted by the Owner to ATAS in writing, within the guarantee period, and within 30 days after the Owner becomes or should have been aware of any alleged defect, giving the details of the complaint, date of installation, and name of dealer/contractor. ATAS must be given reasonable opportunity to inspect the PRODUCT claimed to be defective, determine responsibility, and affect a solution prior to initiation of any repair or replacement of the PRODUCT. ATAS shall be reimbursed by Owner for all expenses related to the investigation of the complaints, if the complaints are not the responsibility of ATAS, as covered under the rules set forth in paragraphs 2 through 9.

11. EXCEPT AS SET FORTH HEREIN, ATAS MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE PRODUCT. IN NO WAY SHALL ATAS BE RESPONSIBLE FOR ANY GENERAL, SPECIAL, COMPENSATORY OR CONSEQUENTIAL DAMAGE RESULTING FROM THE FAILURE OF THE PRODUCT.

12. This Limited Warranty will not become effective if the invoice/contract for this project is not paid in full to ATAS INTERNATIONAL, INC. in accordance with the standard terms and conditions set forth in agreement of sale or contract.

13. In event of failure of the PRODUCT, ATAS must be notified in writing, with adequate identification of the product, proof of purchase etc., by the owner, stating: Project name, address and date of installation, and owner's name, address and telephone number. This must be sent, certified mail with return receipt to: ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 Attention: Limited Warranty Service Department, with a copy of the owner's Limited Warranty certificate.

14. ATAS reserves the right to discontinue and/or make changes in any of its PRODUCTS. In the event the PRODUCT referred to in this Limited Warranty is not available, ATAS, at its discretion, will replace material of equal grade, quality, and price, not exceeding the original purchase price of the PRODUCT.

15. All notices given under, or pursuant to, this agreement shall be in writing and sent by certified mail, postage prepaid, return receipt requested to the party to whom such notice is to be given.

16. This writing embodies the entire Limited Warranty of ATAS and **NO OTHER WARRANTIES** are given beyond those set forth herein. **ORAL STATEMENTS DO NOT CONSTITUTE WARRANTIES** and are not part of this agreement or any other contract for sale. ATAS neither assumes, nor authorizes, anyone (including but not limited to salesmen, dealers, contractors, builders, applicators and distributors) to assume or create for it other obligations or liabilities in connection with its PRODUCTS, or to alter, amend, or modify in any way, any term, or provision of this Limited Warranty.

WARRANTY REGISTRATION CERTIFICATES MANDATORY.

Must be submitted within 30 days of reasonable completion of contract subject to verification of the manufacturer.

Warranty certificate must be issued by an authorized officer of ATAS.

17. Completion and submission of the attached "Application for Registration" within the time limits, and in accordance with the instructions thereon, is a condition precedent to Limited Warranty coverage. There is no Limited Warranty coverage, expressed or implied, if the "Application for Registration" is not completed, validated and mailed to: ATAS International, Inc., 6612 Snowdrift Rd., Allentown, PA 18106 as instructed, and the certificate is sent via certified mail.

ATAS INTERNATIONAL, INC.

Application Number 0506283

Please Initial and Return: _____