



EXHIBIT 1

You Must Mark One Below:

- A. All Drawings approved as is. Sign by 
- B. Final Approved with Marked Changes. Sign by 

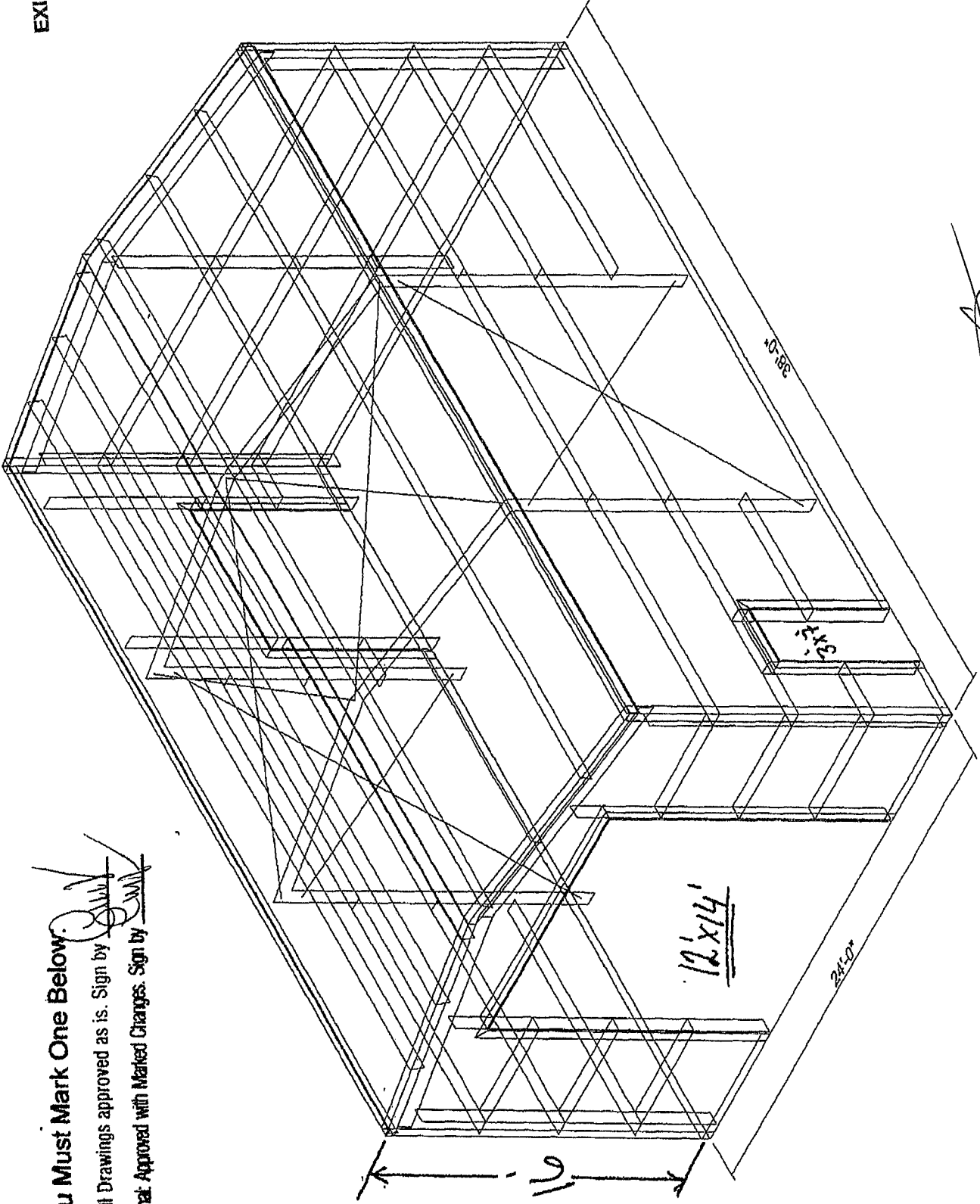


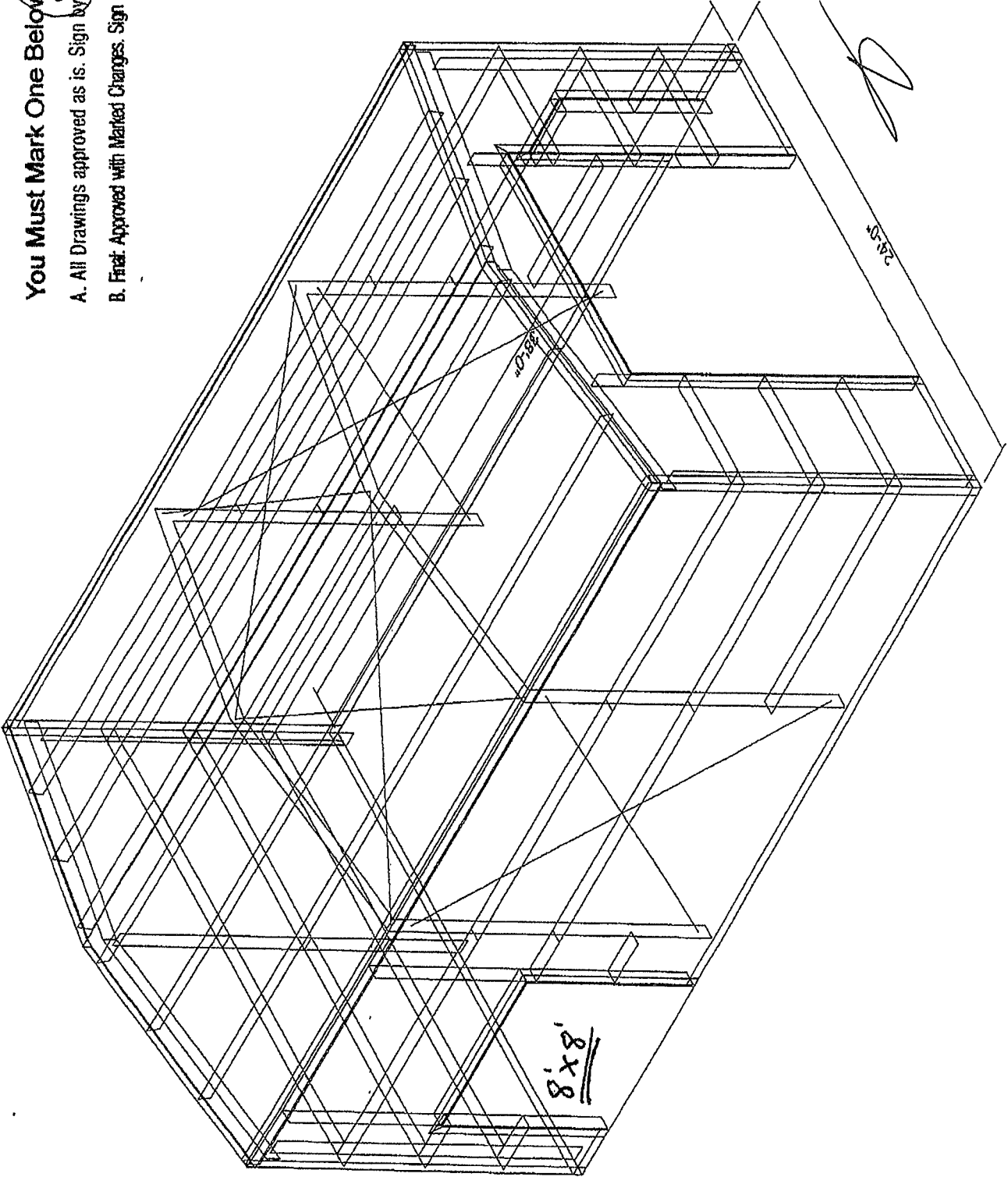


EXHIBIT I

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LIMITED STEEL BUILDING WARRANTY

1. As used herein

- a Buyer" means Timmie Halverson
- b "Contract" means Buyer's order to Seller on Seller's Purchase Order form following acceptance by Seller, dated October 16, 2013.
- c Seller" means Jacob Industries, Inc.

2. Seller hereby warrants that subject to the terms, conditions, limitations and exclusions contained in this Limited Steel Building Warranty, except for the items, goods, components parts and accessories that are excluded from coverage under the Limited Steel Building Warranty, the steel building or structure purchased by Buyer from Seller under the Contract ("Steel Building") shall be free from material non-conformities and material defects in materials and workmanship for a period of one (1) year from the date of shipment from the manufacturing facility ("Warranty Period") Metal components of the Steel Building are not machine precision manufactured and that some field cutting drilling or welding by Buyer may be necessary for construction does not render the Steel Building or any parts or components non-conforming or defective Buyer accepts responsibility for making minor field modifications.

3 Seller's Limited Steel Building Warranty does not cover any defects or damage caused by or resulting from acts of God (including excessive wind loads and snow loads and seismic conditions), falling objects, accidents, vandalism, aggressive atmosphere conditions (including but not limited to salt water, corrosive chemicals, fumes, ash animal waste, or humidity), improper erection, installation, or storage procedures storage or installation of sheeting, steel columns, steel rafters, wall girts or roof purlins in a manner allowing standing water, moisture or other substances to remain between, on, or to cover these components, cascading water on components or standing water on components in a non vertical application, storage of bundled components in conditions of humidity defects or failure in the foundation, unauthorized repairs or modifications to the Steel Building, hanging any weight on the Steel Building in excess of designed conditions, loading conditions in excess of those specified for the Steel Building product misuse, abuse or neglect; improper maintenance including failure to remove accumulations of ice and/or snow; normal wear and tear, regardless of cause, and any defect or damage caused or contributed by Buyer or third parties

4. Building components are intended to be erected upon delivery and not to be stored in order to prevent deterioration Seller's Limited Steel Building Warranty excludes all damage and deterioration to components of the Steel Building resulting from exposure to the elements and surrounding environment, including humidity, rainfall, standing water, high heat and extreme cold, if erection of the Steel Building does not commence within thirty (30) days of the date of tender of delivery and continue thereafter

5. All doors, door openers, windows, wall lights, insulation, equipment, cranes, fasteners (stainless steel and otherwise) and building paint and coating on the wall panels and roof panels ("Third Party Goods") are not warranted by Seller and are warranted solely and to the extent provided by the steel mill(s), coating applicator(s), manufacturer(s) and vendor(s), subject to the terms conditions, limitations and exclusions of their respective warranties Seller will pass through to Buyer any available warranty given by steel mills, coating applicators, manufacturers or vendors to the extent any such warranty is assignable or may be passed through or transferred to Buyer or Seller will assert a claim on Buyer's behalf under any such warranty, provided written notice of the claim is delivered by Buyer to Seller not less than ten (10) business days prior to expiration of the third party's warranty Seller's obligations hereunder with respect to Third Party Goods are fulfilled when Seller submits a warranty claim on behalf of Buyer in accordance with this paragraph Seller makes no representation as to whether any warranty on Third Party Goods is assignable, transferrable or may be passed through to Buyer The terms of a third party's limited warranty are subject to change and Seller is not responsible for any changes that occur in a third party's warranty Copies of third party warranties are available upon written request to Seller

6. Galvalume panels are not warranted by Seller but are warranted by the steel mill The steel mill's twenty-five year rust perforation warranty on roof panels is only applicable to roof panels with an AZ55 galvalume coating or painted roof panels with an underlying AZ55 Galvalume coating All painted panels (other than roof panels) have an underlying galvanized substrate coating There is no warranty on galvanized coatings or galvanized products, including against rust perforation Building paint is not warranted by Seller but by the paint manufacturer for forty (40) years against cracking, chipping, or peeling Kynar painted materials are not warranted by Seller but by the paint manufacturer for thirty-five (35) years Primer coatings are not warranted at all and are only meant to protect primed components during the process of construction and for no other purpose There is no warranty on the Steel Building for weather tightness or against water or air infiltration from the side or roof wall panels or any other components of the Steel Building or for weather tightness in any regard or respect.

7 This Limited Steel Building Warranty is void and no longer in effect (a) if the Steel Building is moved from or not erected at the erection location shown in the Contract; (b) if the Steel Building, is re-sold by Buyer or ownership is transferred to a third party, (c) to the extent that the Steel Building or any components supplied by Seller are modified by Buyer or any third party or are substituted with a parts components or materials supplied by a third party without Seller's prior written consent; or (d) if Buyer or any of its employees agents, representatives or contractors or any third party fails to follow the specifications and instructions contained in the construction drawings and erection manuals and guides supplied to Buyer in erecting the Steel Building Specific notes and details shown on construction drawings take precedence over the building erection manuals and guides supplied Seller makes no covenants, representations or warranties as to whether the Steel Building or any components or materials thereof are eligible or will meet applicable criteria for points for Leed® certification Buyer is responsible for ordering building components accessories therefore and other goods that are fit for whatever purposes Buyer may have for all goods Seller does not warrant or covenant that any door, door opener, window, insulation or equipment is suitable for any particular use

8. Buyer's sole and exclusive remedy and damages for any claim for damages, non conformities, or defects in the Steel building warranted under this Limited Steel building Warranty by Seller shall, at Seller's sole election, be limited to one of the following (i) Seller's furnishing, but not the (a) dismantling, disassembly or removal of original materially defective materials parts or components or the installation of replacement parts components or materials, (b) removal, disabling or uncovering of Buyer's or any third party's work or machinery or equipment installed or located in the Steel Building or the replacement or restoration of any such work or machinery or equipment, or (c) payment any labor charges or other costs incurred in connection therewith, or (ii) Seller's repair of materially defective components or parts which does not include removal, uncovering, or restoration of Buyer's or any third party's work or any machinery or equipment installed or located in the Steel Building in order to effectuate the repair, and Seller shall only be liable for repairs that are authorized in writing by Seller prior to the repair Buyer hereby acknowledges and agrees that repair or replacement of a material defect or material non-conformity in materials or workmanship of the components Steel Building may require an onsite inspection by the manufacturer and/or vendor and fabrication of a new part or component. The remedies stated in this Limited Steel Building Warranty shall be in lieu of all other remedies available to the Buyer at law or equity

9 Seller shall not under any circumstances or event be liable under this Limited Steel building Warranty, under the Contract, or at law to Buyer or to any third person for any incidental, consequential, special, punitive, exemplary, or indirect damages or personal injury or property damages of any kind whatsoever, including but not limited to costs loss of profits or revenue loss of financing and loss of goodwill in conjunction with or which arise out of performance or failure to perform any obligation contained in the Contract or this Limited Steel Building Warranty, out of negligence in the course of such performance, or otherwise resulting in any manner from the goods or any replacement materials, components or parts supplied or repairs performed by Seller including the workmanship the design manufacture, use or performance of the goods or any claimed defects therein or in workmanship, whether the claim for damages is based in contract, tort (including negligence), strict liability or any other theory or basis for recovery Seller shall not be liable for any loss claim, expense or damage caused or contributed by or arising out of the acts or omissions of Buyer or third parties whether by negligence, failure to maintain the Steel Building or otherwise Consequential damages shall mean and include without limitation of the general statement appearing above, in each case whether arising in tort or in contract and including in each case negligence and strict liability (a) loss of profits, (b) loss of use, (c) rental expenses, (d) loss of contracts, (e) loss of financing, (f) loss of business, (g) loss of goodwill, (h) loss of revenue; (i) loss of orders (j) loss of or damage to goods, machinery or equipment, including goods, machinery and equipment affixed to the Steel Building, stored within or located inside of the Steel Building (j) loss of improvements made to or within the Steel Building, such as but not limited to electrical, plumbing, fixtures, HVAC drywall and flooring, (k) loss by reason of any delay; and (l) loss of data and information

10 SELLER'S LIMITED WARRANTY IS GIVEN EXPRESSLY AND IN PLACE OF ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED.

11. All claims Buyer may seek to assert against Seller under this Limited Steel Building Warranty must be in writing and made or initiated during the Warranty Period Written notice of all warranty claims shall also be delivered during the Warranty Period to Seller's President as follows Jacob Industries Inc 400 Island Avenue McKees Rocks, PA 15136 The written notice shall state with particularity each and every alleged claim and defect being asserted All warranty claims not made or initiated or for which written notice has not been given within the Warranty Period are waived and barred and Buyer shall have no remedy on account of any such claim Seller's repair or replacement hereunder does not extend the Warranty Period In the event of a conflict between the Contract and this Limited Steel Building Warranty the Limited Steel Building Warranty shall govern This Limited Steel Building Warranty shall for all purposes be construed and governed in accordance with the laws of the Commonwealth of Pennsylvania without regard to choice of law principles The conditions of liability, rights, obligations and remedies of Seller on the one side and Buyer on the other side relating to claims arising from non conforming or defective goods shall be exclusively governed by the terms and conditions hereof This Limited Steel Building Warranty is not assignable

JACOB INDUSTRIES, INC.

By Arnold Davis  
Arnold Davis, President