PLAINTIFF'S EXHIBIT

BIR-1071

8/78

BIRD & SON, inc.
ASPHALT ROOFING MATERIALS WARRANTY
(LIMITED WARRANTY)

Bird & Son, Inc. ("Bird") hereby warrants to each consumer purchaser that Bird's roofing shingles of the types specified below are sold free of defects in material and workmanship and that leakage in the purchaser's roof which is solely and directly caused by any such defects and which is discovered during the applicable Warranty Period will be remedied or adjusted by Bird, on a reducing basis, in accordance with and subject to the terms, conditions and limitations set forth below.

WARRANTY PERIOD AND AMOUNT

This Warranty is valid for the number of years specified below for the type of shingle purchased (the "Warranty Period") and the applicable Warranty Period shall commence on the date of installation. If any defects covered hereby are discovered during the applicable Warranty Period, Bird will contribute, up to the maximum amount specified in the following sentence, towards the cost of labor and materials reasonably necessary to repair the leakage caused by such defects, such costs to be calculated on the basis of prevailing costs for repair or replacement of comparable roofing materials in the purchaser's geographic area. Such contributions will not exceed, in any one instance, a maximum amount equal to Two Dollars ($2.00) multiplied by the number of squares of shingles repaired or replaced multiplied by the number of years, including partial years, remaining in the Warranty Period at the time of repair or replacement (Maximum Amount = $2.00 × number of squares × number of years remaining in Warranty Period) and will not exceed, in the aggregate, a maximum amount equal to the purchaser's original installed cost of the materials covered hereby. A "square" means that quantity of material necessary to cover a roof area of one hundred (100) square feet. Any costs and expenses beyond Bird's maximum liability as stated above shall be the purchaser's responsibility.

COVERAGE EXCLUSIONS AND LIMITATIONS

BIRD SHALL NOT BE LIABLE IN ANY EVENT FOR INCIDENTAL, REMOTE OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION INJURY TO PERSONS OR DAMAGE TO ANY BUILDING OR ANY CONTENTS THEREOF) WITH RESPECT TO BIRD ROOFING SHINGLES COVERED BY THIS WARRANTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

IMPORTANT

Continued on reverse page

(Name)

(Address)

(City and State) (Zip Code)

Place Stamp Here

BIRD & SON, inc.
Stark Industrial Park
Box 4336
Charleston, S.C. 29405