

## Lifetime Limited Warranty for wind $\leq$ 120 mph and hailstone $\leq$ 2.5 inches penetration 30 year limited warranty on finish

This Limited Warranty is intended to provide the owner of the structure on which Roofing Systems Inc. (the "Company") roofing panels (the "Panels") are installed certain remedies in the event a manufacturing defect causes the specific damages hereinafter set out. This Limited Warranty is NOT a guarantee of performance.

**Please note that all disputes relating to this Limited Warranty must be resolved by mandatory binding arbitration and no claims may be filed on a consolidated or class action basis. Some jurisdictions do not allow for mandatory arbitration, so this requirement may not apply to you. Please see below for further details.**

*You may return all Panels to the Company's authorized dealer, no later than 30 days after purchase, for a full refund if you are unsatisfied with any of the terms and conditions of this Limited Warranty, provided that such Panels remain in their original and marketable condition and that all Panels purchased for the job are returned.*

**Remedy in the event of leaks, blow-off or hailstone penetration:** In the event the Panels are determined to have a manufacturing defect which (a) directly results in leaks, (b) results in blow off of the Panels by winds of up to 120 mph (193 kph); or (c) results in damage to the Panels caused by the penetration of hailstones of 2.5 inches (6 cm) or less completely through the Panels, the Company will, at its option, either repair or replace the defective Panel(s), provided that the Company's liability will be limited (i) during the first 20 years following the original installation, to the reasonable replacement cost (labor and materials) of the particular defective Panel(s), as determined by the Company; (2) during years 21 through 40 following the original installation, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation; and (3) for years 41 and beyond, to 20% of the reasonable replacement cost (materials only) of the particular defective Panel(s), as determined by the Company.

**Remedy in the event of deterioration of finish:** In the event the Panels are determined to have a manufacturing defect which has caused the material deterioration of the Panels such that the appearance of the roof is substantially affected in areas of the roof that are visible from the ground, the Company will, during the first 15 years following the original installation, at its option, either repair or replace the defective Panels, at the Company's cost, including labor costs, as determined by the Company; and thereafter during the next 15 years, the Company's liability will be limited to the reasonable replacement cost (materials only) of the defective Panels only, prorated at 1/360 per month elapsed since the original installation, as determined by the Company. Coverage hereunder will terminate 360 months from the original installation of the Panels. Specifically excluded from coverage is normal weathering and aging, including minor granule loss, as well as deterioration of the finish resulting from improper use, handling and cleaning. Please see Exclusions for further details.

**Warranty Period:** This Limited Warranty provides coverage to the original owner of the single family detached residential dwelling on which the Panels were originally installed (the "Owner") for the following periods: (1) in respect of coverage for leaks, blow-off and hailstone penetration, for the lifetime of the Owner while the Owner owns the dwelling; and (2) in respect of coverages for the finish, for a period of 30 years from the date of the original installation of the Panels.

The coverage in respect of leaks, blow-off and hailstone penetration for any type of property other than a single family detached residential dwelling shall be 50 years from the date of original installation, and shall be limited to the reasonable replacement cost

(labor and materials). of the particular defective Panel(s) during the first 20 years and during years 21 through 50, to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

**Transferability; Coverage and Warranty Period on Transfer:** The Owner may transfer this Limited Warranty to a subsequent owner of the dwelling during the first twenty (20) years after the Panels' original installation. To be effective, the transfer information (property address, original owner, new owner and a copy of the original proof of purchase) must be mailed to the Company by certified mail at the address noted below within 30 days from the change of ownership. Further transfers or transfers not in compliance with this notice provision will void the warranty.

The coverage extended to such subsequent owner in respect of the finish shall be as set out above.

The coverage extended to such subsequent owner in respect of leaks, blow-off and hailstone penetration shall be as set out above for the first 20 years since the original installation of the Panels, but shall thereafter be limited to a 50 year warranty, with the liability of the Company in years 21-50 being limited to the reasonable replacement cost (materials only) of the particular defective Panel(s), prorated at 1/600 per month elapsed since the original installation.

**Exclusions:** This Limited Warranty does not cover damages arising from any cause or circumstances other than those detailed above, and accordingly causes or circumstances not covered under this Limited Warranty include, but are not necessarily limited to: (a) damage resulting from improper installation, or inadequate roof pitch, or the failure to follow the Company's installation instructions, or failure to follow applicable building codes; (b) damage resulting from defects, movement or subsidence in the structure on which the Panels were installed; (c) damage caused by improper foot traffic, misuse, improper handling or neglect of or on the Panels; (d) damage or change in appearance resulting from application of cleaning solutions, paints or coatings not specifically approved in writing by the Company; (e) shading or discoloration or damage caused by fungus, mold, lichen or algae, or other contaminants; (f) color fading or color changes due to normal weathering and aging, including minor granule loss or (g) damages resulting from modifications or change in design and function of the Panels without the Company's prior written consent.

**Claims Procedure:** In order to make a valid claim under this Limited Warranty, the claim must be submitted within thirty (30) days from discovery of the facts on which the claim is based. The claim may only be submitted by the Owner and will not be accepted if it does not include the following: (a) name and contact information of the Owner (b) the date of original installation (c) documented proof of purchase, (d) the date of discovery of the damage, and (e) a detailed description of the defect, including the number of affected Panels and photographs. You may be required to supply additional information and samples of the affected Panels, if so requested by the Company. The claim can be submitted via email to [claims@decra.com](mailto:claims@decra.com) or in writing by certified mail to the address of the Company noted below.

All warranty repair and replacement work will be at the sole discretion of the Company. Decisions on warranty claims will be made only through the Company's Office of Warranty Claims and will be communicated in writing. No other representative of the Company shall have authority to bind the Company in respect of this Warranty, and

any oral communications will not be binding on the Company. Work done prior to a submitted claim or not authorized in writing by the Company or by a contractor not chosen by the Company may be subject to denial or limited claim reimbursement.

**Limitation of Liability:** If the Company elects to replace Panels, the Company will attempt to replace the Panels with Panels of the same color and design, but does not guarantee that such replacement Panels will be available, and accordingly, the Company bears no responsibility for variations in color or appearance by reason of the use of a different color and design, as well as by reason of progressive fading of the remaining Panels. The Limited Warranty term on repaired or replacement Panels will be the remaining term of the original Panels, which commenced on the date of installation of the original Panels, except if otherwise required by law. The reasonable cost of repair or replacement of any defective Panels shall be determined by the Company in its sole discretion. **THE REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, AND THE COMPANY'S OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE COMPANY. THE COMPANY SHALL IN NO EVENT HAVE ANY LIABILITY FOR INJURY OR DAMAGE TO ANY PROPERTY OR PERSON, LOSS OF BUSINESS OR PROFITS, DIRECT OR INDIRECT ECONOMIC DAMAGES, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, WHETHER TO THE OWNER OR THIRD PARTIES. THE FOREGOING LIMITATIONS WILL NOT APPLY IN ANY JURISDICTION WHICH DOES NOT ALLOW FOR SUCH LIMITATIONS AS A MATTER OF LAW.**

**MANDATORY BINDING ARBITRATION AND WAIVER OF CLASS ACTION:** BY PURCHASING THE PANELS, YOU HAVE AGREED THAT EVERY CLAIM, CONTROVERSY OR DISPUTE (EACH AN "ACTION") BETWEEN YOU AND THE COMPANY ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE BREACH THEREOF OR RELATING TO THE PANELS SHALL BE SETTLED BY FINAL AND BINDING ARBITRATION. **YOU AND THE COMPANY AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSON BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.** TO ARBITRATE AN ACTION AGAINST THE COMPANY, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION, AND FOR CANADIAN CLAIMS, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c.A-43, ALBERTA, AS MAY BE AMENDED, AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO THE COMPANY BY CERTIFIED MAIL AT THE ADDRESS NOTED BELOW WITHIN THE TIME PERIOD SET OUT BELOW.

IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, THE COMPANY WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

YOU AND THE COMPANY AGREE THAT THE ARBITRATION, ALL PROCEEDINGS THEREUNDER AND THE RULING OR AWARD OF THE ARBITRATOR SHALL BE AND REMAIN CONFIDENTIAL AND SHALL NOT BE DISCLOSED TO ANY THIRD PARTIES. You and the Company acknowledge and agree that a breach of confidentiality by a party may cause irreparable harm to the other party. The party who breaches this confidentiality provision agrees that money damages would not be a sufficient remedy, and that in addition to all other remedies, the non-breaching party shall be entitled to injunctive or other equitable relief as a remedy for any such breach, and the breaching party further agrees to waive any requirement for the securing or posting of any bond in connection with such remedy. In the event of litigation or arbitration relating to this confidentiality provision, if an arbitrator or a court of competent jurisdiction determines that any party has breached this confidentiality provision, such breaching party shall be liable for and shall pay to the other party the reasonable legal fees and other costs incurred by the Disclosing Party in connection with such arbitration or litigation, including any appeal therefrom.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and the Company agree in writing. The Company will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorney's fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying the Company in writing within 45 days of the installation of the Panels or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or the Company can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

**ONE YEAR LIMITATION:** ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST THE COMPANY ARISING OUT OF OR RELATING TO THE PANELS SHALL **NOT** BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect.

This Limited Warranty applies to Panels purchased in the US or Canada on or after September 10, 2020 and supersedes any previously published warranties. The Company may from time to time amend the terms of this Limited Warranty, and the terms and conditions of the Limited Warranty in effect at the time of your purchase of the Panels shall govern your Panels. Dealers and installers of the Panel(s) are not authorized to extend or modify the terms of this Limited Warranty in any manner.