



LIFETIME LIMITED WARRANTY

140 MILE PER HOUR WINDSPEED WARRANTY

HAIL PENETRATION WARRANTY

Except for those conditions described in Section 2 below, this Lifetime Limited Warranty issued by **TEK Industries, L.L.C.** (the “Company”) covers, for a period of 50 years commencing on the date of installation (the “Warranty Period”) of the HURRICANE® Metal Shake and/or HURRICANE® Metal Shake PRO roofing panels (“Panels”), the original purchaser (“owner”) from: (1) manufacturer material defects that would affect the normal use and performance of the Panels, (2) the up-lift of the Panels by wind (velocities up to 140 miles per hour), (3) hail damage originating from hail storms and (4) not to deteriorate beyond normal weathering (defined as minor granule loss or minor fading) and aging such that the deterioration would adversely affect integrity of panel ((1) through (4) above collectively referred to herein as “Defects”). For the purpose of this Lifetime Limited Warranty, hail damage means: (1) penetration of hailstones completely through a Panel or (2) cracks or splits of a Panel’s steel substrate around the point of hailstone impact.

LIMITATION OF LIABILITY: For a Panel actually containing Defects which are discovered during the Warranty Period, the Company shall, at its sole option, either repair or replace the defective Panel, provided the Company’s liability shall be limited to a total expenditure not to exceed the original cost of the defective panel, subject to depreciation which shall be calculated on a prorated basis at 1/600 per month elapsed since the original date of installation. To the extent possible, defective Panels will be replaced with the same model and color. However, different lots produced at different times may show color variations and the Company may change the design of, or discontinue, a particular product or Panel profile. In any event, the Company reserves the right to repair or replace the defective Panel with a similar product or Panel profile and/or color. Notwithstanding anything else to the contrary, owner acknowledges and agrees that Company is providing a “materials” only warranty and, as a result, owner shall be responsible for all costs of transportation in shipping or returning any defective Panels to the Company’s manufacturing facility (or any other facility as may be mutually agreed upon by owner and the Company), as well as for any costs of retrieval, installation or service work relating to the removal of any defective, or the installation of any replacement, Panel. A separate warranty covering all or some of the depreciated value described above may be made available by installation contractor. The Company assumes no liability for any warranty provided by installation contractor.

TRANSFERABILITY: This warranty may be transferred by owner to a subsequent owner (“transferee”) during the Warranty Period. For the transfer of this Lifetime Limited Warranty to be effective, the transfer information (property address, information of owner and transferee and a copy of the original proof of purchase) must be mailed to the Company at the address below within 30 days of the legal change in property ownership. Except as otherwise provided herein, any other transfers will void this warranty.

This Lifetime Limited Warranty is subject to the following conditions:

1. A written notice of the Defect and a copy of the original proof of purchase must be sent by mail to the Company. The notice must contain the name and address of the owner of the claimed defective Panel(s) and must describe the Defect(s) in detail.
2. The Company shall not be liable for, and this Lifetime Limited Warranty does not apply to, any damage to a Panel or any other property for any reason other than the Defects covered by this Lifetime

Limited Warranty. Defects not covered by this Lifetime Limited Warranty include, but are not necessarily limited to, the following: (1) damage resulting from defects, movement or subsidence in the structure on which the roof is installed; (2) any walking or other direct or indirect human contact with or work on the roof, other than by the original installation contractor; (3) damage to the Panels resulting from or relating to direct or indirect contact with the roof by manmade materials, including, but not limited to, siding, wall cladding, rafters, molding, brickwork or masonry; (4) damage to the Panels caused by any application of cleaning solutions, paint or coatings or by Panel modifications of any kind; (5) damage to the Panels caused by misuse, neglect or improper handling during or after installation; (6) damage caused by failure to follow the manufacturer’s installation instructions; and (6) shading or discoloration caused by fungus, mold, lichen or algae, mold growth or other contaminants. A separate warranty covering the installation of Panels may be made available by the installation contractor. The Company assumes no liability for any warranty provided by installation contractor.

3. This Lifetime Limited Warranty issued by the Company is the only warranty valid for the Panels. Installers, dealers and contractors are not authorized to change or extend in any way the terms contained in this Lifetime Limited Warranty.

4. THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER (INCLUDING, BUT NOT LIMITED TO, DAMAGE CAUSED BY LEAKS OR SPILLS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO CERTAIN OWNERS.

5. THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE TERM OF THIS LIFETIME LIMITED WARRANTY OR BEYOND THE TERM PRESCRIBED BY THE LAWS OF THE STATE IN WHICH THE PANELS ARE SOLD IF THAT TERM IS SHORTER THAN THE TERM OF THIS LIFETIME LIMITED WARRANTY. SOME STATES DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN OWNERS.

6. Panels that have been modified or altered in design or function after production and after having left the Company’s manufacturing facility are not covered by this Lifetime Limited Warranty, except when the alteration is required by the manufacturer’s installation instructions.

7. Panel replacement under the terms of this Lifetime Limited Warranty shall not extend the terms of this Lifetime Limited Warranty, except as may be required by law.

8. This Lifetime Limited Warranty gives owners specific legal rights, and may also result in other rights under federal or state law.

9. This Lifetime Limited Warranty will be governed, construed and enforced in accordance with the laws of the State of Texas, without regard to its conflict of laws rules.

If any provision of this Lifetime Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.