

## VARITILE INC.

### LIMITED WARRANTY

*This Limited Warranty is intended to provide you, the owner (“you” or “Owner”) of the structure on which the Varitile roof tiles (the “Product”) were originally installed, with remedies in the event a manufacturing defect causes the specific damage set out in the Limited Basic Warranty and the Limited Finish Warranty below. It is NOT a warranty, guarantee or representation that your Product will last for the period set out in this Limited Warranty. The length of time that the Product will perform can be affected by many variables, including proper installation method, harsh weather conditions, ultraviolet exposure, pollution and debris. Please note that you are required to register this Limited Warranty with the Company in order for it to be effective. Please see below for registration instructions. Please note that all disputes relating to this Limited Warranty will be resolved by mandatory binding arbitration. Please see below for further details.*

*You may return all uninstalled Varitile roof tiles 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 roof tiles remain in their original and marketable condition.*

**Limited Basic Warranty:** In the event the Product is determined to have a manufacturing defect which (a) directly caused leaks, (b) results in damage to or blow off of the Product by winds up to 120 mph (193 kph), or, (c) results in damage to the Product by the penetration of hailstones of 2.5 inches (6cm) in diameter or smaller completely through the Product, Varitile Inc. (the “Company”) will, during the first twenty (20) years after original installation, at its sole option, either repair or replace the defective Product, at its cost, including labor costs. After twenty (20) years and until the end of the fortieth (40<sup>th</sup>) year after original installation, the Company’s obligation will be limited to the reasonable cost of replacement Product only, prorated at the rate of 1/600 per month elapsed since the date of original installation. After the fortieth (40<sup>th</sup>) year, the Company’s contribution will be limited to and fixed at 20% of the original cost of the Product only.

**Limited Finish Warranty:** In the event the Product has materially deteriorated due to a manufacturing defect such that in the opinion of the Company the appearance of the roof is substantially affected (beyond the normal weathering and aging, including minor granule loss), the Company will, at its sole option, either repair/refinish or replace the defective Product, at its cost, including labor costs, for the first twenty (20) years after the original installation. Thereafter, for the next ten (10) years, the Company’s obligation will be limited to the reasonable cost of replacement of Product only, prorated at the rate of 1/360 per month elapsed since the date of original installation. After that period, the Company has no obligation to you.

**Term of Warranty; Transferability:** This Limited Warranty shall extend to the Owner during the lifetime of the Owner while the Owner owns the structure of original installation of the Product. In addition, the Owner may transfer this Limited Warranty one (1) time only to a transferee/purchaser from the Owner of the structure on which the Product has been originally installed, in which event, the term of this Limited Warranty shall extend for a period of fifty (50) years **from the date of original installation of the Product, save and except that the Limited Finish Warranty shall be limited to the period of thirty (30) years from the date of original installation of the Product.**

**No Other Warranties:** This Limited Warranty is the only warranty provided by the Company and no other warranties, express or implied, of any kind have been made or given with respect to the Product. Some jurisdictions may not allow for the exclusion of implied warranties. Distributors and installers of

the Product are not authorized to extend other warranties on behalf of the Company, or to modify the terms of this Limited Warranty.

**Terms and Conditions; Limitations:** This Limited Warranty does not apply to any damage to the Product for any reason other than damage arising from a manufacturing defect in the specific circumstances outlined in the Limited Basic Warranty and Limited Finish Warranty sections above. This Limited Warranty shall accordingly not apply in any other circumstances, including but not limited to (a) damage caused by improper installation or the failure to follow the Company's installation standards and instructions, or failure to comply with applicable building codes, rules and regulations (the Owner is advised to obtain a separate installation warranty from the installer of the Product); (b) damage or change in appearance caused by improper foot traffic, misuse, neglect or improper handling of the Product; (c) damage caused by defects, movements or subsidence in the structure on which the Product is installed, including inadequate roof slope and drainage, faulty or improper building design; (d) damage to the structure, or damage or change in appearance caused by any application of cleaning solutions, coatings or chemicals not specifically approved in writing by the Company; (e) change in appearance caused by mold, mildew, fungus, algae, mold growth or other contaminants, or normal weathering; and (f) damage resulting from modifications, alterations and change in design and function of the Product except where same has been approved in writing by the Company. In no event will the Company be liable for the removal or abatement of any asbestos present in the roof to which the Product is applied, or any costs related to such removal or abatement.

**Registration and Transfer:** This Limited Warranty only extends to an Owner who has registered with the Company by completing the Company's registration form (available online) and providing the required information and proof of purchase of Product by certified mail (or online if an online registration system is in effect), no later than ninety (90) days after purchase of the Product. For the transfer of this Limited Warranty to be effective, the Owner must provide the Company with written notice of the transfer by certified mail (or online if an online registration system is in effect) within ninety (90) days of the transfer, which notice shall set forth the date of transfer or sale of the structure and the name and address of the transferee/purchaser.

**Claim Procedure:** To carry this Limited Warranty into effect, a claim must be submitted to the online complaint system (if one is in effect) or submitted in writing to the Company within 30 days from the damage being discovered. The claim must include the name and address of the Owner, the date of discovering the defect, the number of damaged tiles and the detailed description of the defect, photographs, the date of original installation of the Product, and documented proof of purchase. You may be required to provide additional information at the request of the Company, such as the code on the back of the tile and sample Product from the roof. This Limited Warranty shall not be binding on the Company unless the Owner has made payment in full for the Product covered by this Limited Warranty.

**Disclaimers and Limitation of Liability:** If the Company elects to replace Product, the Company shall attempt to replace the Product with Product of the same color and design, but does not guarantee that such replacement Product will be available, and accordingly, there may be variations in appearance of the roof tiles by reason of the use of a different color and design, as well as by reason of progressive fading of the remaining Product. The Product shall be deemed conclusively to have been exposed to winds in excess of 120 mph (193 kph) if the National Weather Service or any other reputable weather service has reported winds in excess of 120 mph (193 kph) in the county, region parish or area in which any Product has been installed, or in the neighboring county, region, parish or area. The Limited Warranty term on repaired or replacement Product will be the remaining term of the original Product, which commenced on the date of installation of the original Product, except where required by law. ***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:** BY PURCHASING THE PRODUCT, 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 PRODUCT 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 Product 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 PRODUCT 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 Product purchased on or after March 1, 2019 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 Product shall govern your Product. Please consult the Company's website at [www.varitile.com](http://www.varitile.com) for current Limited Warranty information on the Product.

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