

DAVINCI ROOFSCAPES, LLC
Fifty-Year Limited Material Warranty
(Valid for Canada and the United States, except Alaska and Hawaii)

General. Subject to the terms, conditions, and limitations set forth herein, DaVinci Roofscapes, LLC, a Kansas limited liability company (“DaVinci”), warrants to the original owner and to any party to whom the original owner transfers ownership as permitted herein (“Owner”) that its DaVinci Shake and DaVinci Slate products (collectively referred to herein as the “Products”) will be free from manufacturing defects that cause leaks when subject to normal use and conditions for a period of fifty (50) years (“Warranty Period”), provided the Owner establishes to DaVinci’s satisfaction (i) the date of purchase of the Products; (ii) the original cost of the defective Products; (iii) proof that the Owner is either the original owner or transferee permitted hereunder; and (iv) proof of damage to the Products covered hereby (“Permitted Claim”).

Coverage. If an Owner submits to DaVinci a Permitted Claim, DaVinci will at its sole option either (i) provide replacement Products and accompanying installation costs to either repair the affected portions of the roof or replace the entire roof as set forth below, or (ii) refund the original purchase price that the Owner paid for the Products. The refund is strictly limited to only the amount originally paid for the Products, including the related original installation costs of the Products. If DaVinci elects option (i) above, Owner shall have the responsibility to select the contractor to remove the Products and perform the installation of replacement Products. DaVinci shall provide the replacement Products and pay at the prevailing customary local rates up to \$350 per one hundred square feet (a “Square”) of the Owner’s labor costs (related solely to the removal of the Products and installation of the replacement Products). The Owner must establish the number of Squares involved in any Permitted Claim to DaVinci’s satisfaction. Owner agrees that any Permitted Claim shall not be deemed to constitute an admission of any past, present or future liability or wrongdoing by DaVinci.

Wind Limitation. DaVinci shall have no liability under this Fifty-Year Limited Warranty for damage resulting from or any way related to exposure to winds (i) in excess of ninety (90) mph (as confirmed by the National Weather Service); (ii) occurring after the first ten (10) years following application; or (iii) any time after the Products have been exposed to winds in excess of ninety (90) mph.

Duration. Notwithstanding the provisions of the Section of this Fifty-Year Limited Warranty entitled “Coverage”, after ten (10) years from the date of application of the Products, the amount DaVinci will pay for replacement Products in the event of a Permitted Claim will be reduced by dividing the number of months remaining in the Warranty Period by 600 (the number of months in the Warranty Period) and multiplying the resulting percentage by the actual original price paid for the affected Products. Notwithstanding the provisions of the Section of this Fifty-Year Limited Warranty entitled “Coverage”, after ten (10) years reimbursement is limited to the cost of the originally supplied Products covered by this Fifty-Year Limited Warranty and does not include tear off costs of the old roof or installation costs of the replacement Products.

No Extension. Any Permitted Claim and/or replacement Products provided by DaVinci under this Fifty-Year Limited Warranty will not extend the Warranty Period. Any replacement Products shall be warranted only for the balance of the Warranty Period remaining at the time the Products were replaced.

Insurable Risks. In the event of damage caused by any insurable risk during the Warranty Period, before any coverage shall apply under this Fifty-Year Limited Warranty, the Owner must first pursue the cost of replacement or repair of all damaged Products through the Owner’s insurance coverage. Any costs incurred by the Owner in excess of the insurance contribution (excluding insurance deductibles) will be reimbursed by DaVinci only to the extent such costs are otherwise a Permitted Claim, provided DaVinci’s liability shall be limited in the manner set forth in the section of this Fifty-Year Limited Warranty entitled “Coverage”.

Transferability. This Fifty-Year Limited Warranty may be transferred once within the first five (5) years after the original owner buys the Products. To maintain coverage under this Fifty-Year Limited Warranty, the transferee must provide the following to DaVinci at the address below within thirty (30) days of the transfer: (i) transfer of ownership documents; (ii) proof of the purchase date of the Products; (iii) proof that the transfer is taking place within five (5) years of the original purchase; and (iv) any fees required in order to process the transfer. Failure to adhere to the above shall void this Fifty-Year Limited Warranty as of the date of the transfer. The coverage provided by this Fifty-Year Limited Warranty automatically terminates upon such time that the original owner or a transferee permitted hereunder is no longer the owner of the Products.

Limitations. The following is a list of circumstances that will not give rise to a Permitted Claim; it is not intended to be all-inclusive:

- Misuse, abuse, neglect or improper handling or storage of the Products;
- Defects related to installation other than in strict accordance with DaVinci’s instructions, including but not limited to defects arising from faulty or improperly installed underlayment, decking or other components;

- Impact of foreign objects, fire, earthquake, flood, hail, lightning, hurricane, tornado or any other casualty or act of God;
- Discoloration or staining related to shading or sap from trees, bushes, plants or any other natural vegetation;
- Discoloration or damage related to chimney exhaust (including, but not limited to, ash);
- Exposure to chemicals, including copper, zinc or any other metal that might discolor;
- Damage related to algae or moss, insects, or animals;
- Damage related to chemicals, paints or other solvents;
- Inappropriate roof applications;
- Failure to meet local building codes;
- Normal wear and tear;
- Damage related to construction and/or maintenance activities, including, but not limited to, persons and/or equipment coming in contact with the roof related to work on chimneys, ventilation systems, satellite dishes, HVAC, etc.;
- Vandalism or acts of war;
- Installation of Products in temperatures less than 20 degrees Fahrenheit;
- Gloss or color difference of any repair or replacement panels related to normal weathering of existing panels;
- Distortion or warping related to additional or unusual heat sources, including without limitation, reflections from windows or metallic surfaces and heat buildup caused by non-compliance with local building codes covering roof ventilation;
- Discoloration or other damage related to air pollution (including but not limited to metallic oxides or metallic particles), mildew and acid rain);
- Discoloration and fading resulting from exposure to the elements; and
- Any other cause not involving inherent manufacturing defects in the material supplied by DaVinci.

The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which DaVinci has no control.

THIS FIFTY-YEAR LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF DAVINCI AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF THE PRODUCTS. DAVINCI HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL DAVINCI BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES TO THE BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM ANY BREACH OF THE FIFTY-YEAR LIMITED WARRANTY. DAVINCI DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, EMPLOYEES (other than the CEO or CFO), DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGES IN OR MODIFICATIONS TO THIS FIFTY-YEAR LIMITED WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

Severability. To the extent any provision contained herein is deemed invalid under applicable law, such determination shall have no effect on the remaining portions of this Fifty-Year Limited Warranty, which shall continue in full force and effect. Any cause of action for breach of this Fifty-Year Limited Warranty must be brought within one (1) year after the cause of action has accrued.

Notification. The Owner must notify DaVinci in writing within thirty (30) days of discovery of, or upon such time that Owner should have reasonably discovered, any Permitted Claim. All notifications should be sent to:

DaVinci Roofscapes, LLC
1413 Osage Avenue
Kansas City, Kansas 66105

Outstanding Charges; Samples. DaVinci shall be under no obligation to provide service under this Fifty-Year Limited Warranty if there are outstanding charges for the Products to which this Fifty-Year Limited Warranty may apply. The Owner may be required to submit samples of any defective material to DaVinci for laboratory analysis.

Products not Produced by DaVinci. This Fifty-Year Limited Warranty does not apply to any products, goods, instruments, components, or accessories not produced by DaVinci, including but not limited to gutters, underlayment, fasteners, or insulation.

Dispute Resolution. This Fifty-Year Limited Warranty shall be interpreted and enforced in accordance with the laws of the State of Kansas. Any dispute arising from the terms of this Fifty-Year Limited Warranty shall be resolved in the District Court for Johnson County, Kansas. By submitting a Permitted Claim, Owner agrees that it will not contest to the jurisdiction of the District Court for Johnson County, Kansas to resolve any dispute related to this Fifty-Year Limited Warranty.