



Customer Copy

EKOROOF™

50 YEAR PRORATED & TRANSFERRABLE LIMITED MATERIAL AND WIND WARRANTY

EKRF, LLC (“EKO”) warrants to the Original Purchaser (“Purchaser”), or First Subsequent Owner of property (“Transferee”) – jointly (“Owner”), its *EkorooF*™ manufactured roofing tiles (“Product”), installed at the property with the address indicated hereinafter (the Property), for a period of Fifty (50) years from the date of the installation of the Product at the Property, that the Product when installed in strict accordance with EKO's installation instructions, by an EkorooF-Trained, licensed and insured roofing company, will be free from defects in workmanship and material.

Blow-off: EKO warrants that the Product will not blow off or otherwise become damaged by winds less than 120 mph (confirmed by the National Weather Service) within the first ten (10) years after the date of installation. EKO shall have no liability under this Limited Wind Warranty if the Product has been exposed to winds in excess of 120 mph at any time. If the National Weather Service or other reputable weather agency records wind in excess of 120 mph in the county where the Product is installed, it will be concluded that the Product will have been exposed to winds exceeding 120 mph. In no event shall EKO be liable for any loss or damage due to winds in excess of the specified 120 mph wind velocity. This Limited Wind Warranty is conditioned upon application of the Products in strict accordance with EKO's Installation Instructions, including but not limited to, the use of approved fasteners, in the pattern as outlined in EKO's laboratory testing, and shall apply only during the first ten (10) years after installation. During these ten (10) years, EKO's obligation will be to cover the reasonable cost of replacement tiles that have blown off and does not cover any labor or other costs.

Color change: Any color change to Product arising due to normal weathering is minor and likely to go unnoticed, and is due to the fact that the recycled material from which EkorooF is manufactured may fade slightly over time. However, *EkorooF*™ incorporates ultraviolet light blockers in the formula to help minimize this fading, and the actual pigments used to color *EkorooF*™, which overpower the pigments existing in the pre-recycled material in depth of color, will not fade. This minor, uniform color change is excluded from this Limited Material Warranty. Non-uniform color change as a result of equal exposure to sunlight is covered under this warranty; non-uniform color change resulting from unequal exposure to sunlight is not covered under this Limited Material Warranty. Normal Weathering is defined as exposure to ultraviolet (sun) light, and extremes of weather and atmosphere which will cause any colored or painted surface, regardless of material, to fade, lighten, chalk, or acquire a surface accumulation of dirt or stains. The severity of these conditions depends on air quality, the geographic location of the Property, and other local conditions over which EKO has no control.

Validity: This Limited Material Warranty becomes valid only after the purchase certificate attached hereto is filled in by the EkorooF Authorized Distributor, or EkorooF Authorized Roofing Contractor, signed by the original Purchaser of the Product and mailed via certified mail to EKO within thirty (30) days of the date of installation as evidenced by official building permits and issuance of Certificate of Occupancy or final roofing inspection by the governing building department.

Transferability: This Limited Material Warranty may be transferred by the original Purchaser to the First Subsequent Owner of the Property (“Transferee”), provided EKO receives written notice, in the form attached hereto, together with a bank draft or money order in the sum of One Hundred (\$100.00) US Dollars to cover processing, plus a copy of this original Limited Material Warranty and Property Title Transfer Documentation within 30 days after the date of transfer of the Property as evidenced by Official County Property Records. Failure to do so shall result in termination of any obligations on the part of EKO with respect to this Limited Material Warranty. Upon receiving the required paperwork, EKO will forward a new Limited Material Warranty to the Transferee, which establishes the amount of time already used under the previous Limited Material Warranty, and stipulates the remaining time available under the Limited Material Warranty. If the transfer takes place within the first ten (10) years after the original application of the Roofing Products, the Second Owner shall be entitled to all benefits contained in this Limited Material Warranty. If the transfer takes place more than ten (10) years after the original application of the Roofing Products, the remaining length of this Limited Material Warranty shall be reduced to the five (5) year period after the ownership changes. During this five (5) year period, EKO's



reimbursement to the Second Owner will be prorated as set forth below, depending on the remaining time available under this Limited Material Warranty.

Should you feel that the Product contains or suffers from manufacturing defects, please send written notification to EKO within 30 days of discovering the problem. The mailing address is EKRF, LLC 8004 NW 154th Court, Suite 236 Miami Lakes, FL 33016, describe the claimed defect and provide proof of ownership of the Property and be sure to include a copy of the warranty paperwork. EKO will review the information within a timely manner and will notify you of the evidence you will need to support your claim, EKO reserves the right to request further evidence of defect, including but not limited to product samples or photographs. Purchaser or Transferee shall be responsible for covering the costs of shipping any and all evidence to support the claim. Do not undertake repairs without receiving advice from EKO as improper repair work may aggravate the problem. EKO shall deny claims for roofing products that have been replaced prior to EKO's receipt of written notice and, at EKO's discretion, an onsite inspection by an EKO representative.

Upon receipt of your letter, Should EKO determine that your claim is valid, EKO at its sole option will:

- (a) Repair or arrange for the repair of the defective Product; or
- (b) Provide replacement materials for the defective Product or part thereof; or
- (c) Issue a refund to Purchaser or Transferee prorated as set forth below.

During the first ten (10) years after the Product was purchased (the "Purchase Date") the refund will equal the original purchase price of the Product as evidenced by valid receipt or as estimated by EKO.

After ten (10) years from the date of installation of the Product, if EKO chooses to cover the Product under the Limited Material Warranty, the amount EKO will pay will be reduced by the amount of usage Owner has received from the affected Product. In this manner, EKO will cover a percentage of the cost of the affected Product. This percentage will be determined by dividing the number of months remaining in the Limited Material Warranty period by 600 (the number of months in 50 years). The resulting percentage will be multiplied times the reasonable replacement costs for the affected tiles. Reasonable replacement costs relate to originally supplied materials covered by this Limited Material Warranty and do not include, among other costs, costs of tear-off, dump fees, flashing, metal work, underlayment, related work or related materials or labor costs of any kind.

EKO will not, in any event, refund or pay any costs aside from the cost of the product being warranted, including accessory materials, such as for flashings, vents, underlayment, interlayment, insulation, sheathing, fasteners, costs of tear-off, dump fees, metal work, framing, or any other costs. Nor will the amount of any refund be based on any amount other than the purchase price, regardless of whether EKO has previously provided replacement Product, or any other event. In no event shall EKO be liable for labor costs.

EKO reserves the right to discontinue or change any of its Product, including colors, shapes, textures, designs or styles without giving notice to the original Purchaser or Transferee. In the event of such discontinuance or change, EKO shall not be liable to the original Purchaser or subsequent owner. Should a product covered by this Limited Material Warranty be unavailable, EKO reserves the right to substitute a product that is of equal or greater quality or price, according to EKO's sole discretion.

EKO shall not be liable for and this Limited Material Warranty does not apply or extend to any failure, defect or damage arising from or connected with, without limitation, neglect, misuse, application of paint, coatings, solvents or cleaners, faulty or improper installation, owner failure to provide reasonable necessary maintenance to prevent an accumulation of staining, debris, surface dirt, consequential, incidental or special damages of any kind whatsoever, including damage to the interior or exterior of any building or to any property contained in or near it, defects, failure or damages to surfaces or structures to which Product is applied arising from settlement, distortion, movement, or cracking thereof, earthquakes, hurricanes, tornadoes, cyclones, gales, lightning, hail, fires, floods and all Acts of God, Acts of Terror, social disobedience, impact by foreign object or traffic on the roof, accidental or intentional damage, defects in the building, walls, foundation or the roof base over which the Product was applied, vandalism and all other causes beyond the control of EKO. Likewise EKO shall not be liable for



damage to the Product caused by or connected with deterioration or failure of building components over which EKO has no control. Such components include, but are not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units or other such items. This Limited Material Warranty shall be void if the Product was installed at or was exposed, at the time of installation, to temperatures below 40 degrees Fahrenheit. EKO shall have no obligation under this Limited Material Warranty whatsoever unless all bills, invoices, and charges for the Roofing Products have been paid in full to EKO or the installing company or supplier.

This Limited Material Warranty does not apply to, and does NOT cover Product or materials not sold by EKO either directly or through authorized, official distribution channels.

EKO's failure at any time to enforce any of these terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.

Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited Material Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or, if practicable, shall be deemed modified to the extent necessary to comply with such law and the remaining portions of this Limited Material Warranty shall not be affected but shall continue in full force and effect.

THIS LIMITED MATERIAL WARRANTY SUPERSEDES AND IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, LIABILITIES OR OBLIGATIONS OF EKO, EITHER EXPRESS OR IMPLIED, EXCEPT THAT THE DURATION OF ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE DURATION OF THIS WARRANTY. EKO SHALL IN NO EVENT BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL OR SPECIAL DAMAGES OF ANY KIND FOR BREACH OF ANY EXPRESS, WRITTEN OR ORAL OR IMPLIED WARRANTY ON PRODUCT. YOUR EXCLUSIVE REMEDY SHALL BE ENFORCEMENT OF THIS WARRANTY UPON THE TERMS AND CONDITIONS HEREIN CONTAINED. NO REPRESENTATIVE OF EKO OR ITS DISTRIBUTORS OR DEALERS IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

Some states do not allow limitation on how long an implied warranty lasts, so the limitations contained herein above may not apply to you. Some states do not allow the exclusion or limitation of consequential or incidental or special damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights, all of which vary from state to state.

OWNER COPY – RETAIN FOR YOUR RECORDS

Signature of Original Purchaser;

Print Name

(_____)_____
Phone

Address

City and State

Zip Code

Color of Tile Purchased:

Dark Terra-Cotta Classic Clay Black/Onyx Emerald Sapphire

Special Order (Specify color) _____

_____, 20____
Date of Purchase



RETURN COPY – MAIL TO EKRF WITHIN 30 DAYS OF INSTALLATION

Ekoroof™

50 YEAR LIMITED MATERIAL AND WIND WARRANTY PURCHASE CERTIFICATE

Signature(s) of Original Purchaser(s) (Owner)

Print Name(s)

(_____) _____
Phone

Address

City and State

Zip Code

Color of Tile Purchased:

Dark Terra-Cotta Classic Clay Black/Onyx Emerald Sapphire

Special Order (Specify Color) _____

_____, 20____
Date of Purchase

Installer Stamp

Supplier:

Company Name & Address

Check Company Type Below

Roofing Company Distributor/Supplier

Owner, please complete and return via certified mail to:

EKRF, LLC
8004 NW 154th Street, Suite 236
Miami Lakes, FL 33016

