

## **50-YEAR PRORATED & TRANSFERRABLE LIMITED MATERIAL, STORM IMPACT, BOWLING BALL, AND 220 MPH WIND WARRANTY**

EKRF, LLC (“EKO”) warrants to the Original Purchaser (“Purchaser”), or First Subsequent Owner of property (“Transferee”) – jointly (“Owner”), its *Ekorooftm* 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 Ekorooft-Certified, licensed and insured roofing company, will be free from defects in workmanship and material.

**1. LIMITED 220 MPH WIND BLOW-OFF WARRANTY:** EKO warrants to the original purchaser that the Product, when installed strictly in accordance with EKO’s published Installation Instructions (including but not limited to the use of approved fasteners, hurricane straps securing the roof-to-wall connection with a minimum of three nails per strap, and installation on a minimum 19/32” plywood deck in the pattern outlined in EKO’s laboratory testing), will not blow off or sustain wind-induced damage from winds of less than 220 mph (as confirmed by the National Weather Service or another reputable weather agency) during the first fifteen (15) years following the date of installation, subject to the conditions below:

- Years 1–10: Full coverage applies without additional conditions (beyond initial proper installation and other terms herein).;
- Years 11–15: Coverage continues only if a qualified inspection of the Product is performed by a certified roofing professional or EKO-authorized inspector between the 9th and 11th anniversary of installation. The inspection must confirm that all fasteners remain secure and properly torqued, with any loose or deficient fasteners tightened or replaced at the owner’s expense. Proof of inspection (including dated report, photos, and invoice if applicable) must be submitted to EKO within 30 days of completion. Failure to complete and document this inspection will limit coverage to the first 10 years only.

EKO shall have no liability under this Limited Wind Blow-Off Warranty if the Product has been exposed to winds in excess of 220 mph at any time. If the National Weather Service or another reputable weather agency records winds in excess of 220 mph in the county where the Product is installed, it shall be conclusively presumed that the Product was exposed to such winds.

This Limited Wind Blow-Off Warranty applies only to direct wind-induced blow-off or damage to the Product itself and does not cover:

- Any failure resulting from breach of the building envelope (including but not limited to failure of walls, doors, windows, or other openings), which may cause internal pressurization or other forces exceeding the design capacity of the roofing system, roof deck, trusses, or supporting structure upon which the Product is installed;
- Failure or collapse of the underlying structure, roof deck, or any supporting components;
- Any consequential, indirect, incidental, or special damages, including but not limited to damage to the structure, building interior or contents, landscaping, other property, personal injury, loss of life, or economic losses.

Except for its obligations specifically set forth in this Limited Wind Blow-Off Warranty, in no event shall EKO be liable for any loss or damage to the underlying structure, roof deck, or any other property or persons arising from winds of any velocity.

During the first fifteen (15) years, EKO’s sole obligation under this warranty shall be to provide, at EKO’s option, replacement Product or reimbursement for the reasonable cost of replacement tiles that have blown off due to winds below 220 mph (provided all other warranty conditions are met). This warranty does not cover labor, removal, disposal, or any other costs associated with replacement.

This warranty does not cover failure of the structure, improper installation, alterations, misuse, acts of God beyond the specified limits, or any other causes outside the direct wind resistance of the Product itself.

2. **COLOR CHANGE:** All material will weather when exposed to air pollution, acid rain, ultraviolet light, weather extremes, and other elements found in the outdoors. 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 *Ekorooftm* is manufactured may fade slightly over time. *Ekorooftm* incorporates ultraviolet light blockers in the formula to help minimize this fading, and the actual pigments used to color *Ekorooftm*, which overpower the pigments existing in the pre-recycled material in depth of color are greatly resistant to fading. 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, oxidation, or stains. The severity of any weathering depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which EKO has no control. This Lifetime Limited Warranty will only cover fading in excess of four (4) Hunter units beyond what would be expected in the area in which the Products are installed. The Hunter units will be calculated in accordance with ASTM D2244 and EKO, in its sole discretion, will determine if the fading is in excess of four Hunter units beyond what is experienced in the geographic area where the roof is installed. All claims related to fading or discoloration must be reported within ten (10) years from the date of the original Product purchase and must be supported by the Permitted Claim documentation. If a claim for fading or discoloration is allowed, EKO will provide replacement panels, or refund the amount originally paid for the Products affected. No Installation Costs or other costs will be reimbursed related to damage from alleged fading or discoloration.

3. **LIMITED IMPACT RESISTANCE WARRANTY:** EKO warrants to the original purchaser that *Ekorooftm* tiles, when installed strictly in accordance with EKO's published Installation Instructions, will resist penetration, cracking, fracture, permanent denting, or severe scuffing from impacts including actual golf balls, baseballs, softballs, hail up to 4 inches in diameter, for the first fifteen (15) years after installation.

*Ekorooftm* tiles have demonstrated exceptional impact resistance in rigorous independent laboratory and real-world testing, far exceeding UL 2218 Class 4 requirements.

In the event of qualifying impact damage (causing penetration, cracking, fracture, visible denting, or severe scuffing of the Product; verified by EKO and not resulting from improper installation, structural failure, maintenance issues, or other excluded causes), EKO will provide replacement tiles at no cost during the first fifteen (15) years (prorated thereafter based on the remaining warranty term). This warranty applies to direct impact on the Product itself and does not cover labor or consequential damages.

Exclusions: Impacts from vandalism, civil unrest, acts of war, riots, or impacts from non-natural objects (beyond listed); events where the underlying structure or roof deck fails first; or failure to perform required maintenance (including fastener inspections).

4. **LIMITED BOWLING BALL IMPACT WARRANTY:** EKO warrants to the original purchaser that *Ekorooftm* tiles, when installed strictly in accordance with EKO's published Installation Instructions, will resist penetration, cracking, fracture, permanent denting, or severe scuffing from the impact of a regulation bowling ball (up to 16 pounds) dropped from a height of 30 feet, for the first fifteen (15) years after installation.

In the event of qualifying damage from such an impact (causing penetration, cracking, fracture, visible denting, or severe scuffing of the Product; verified by EKO and not resulting from improper installation, structural failure, maintenance issues, or other excluded causes), EKO will provide replacement tiles at no cost during the first fifteen (15) years (prorated thereafter based on the remaining warranty term). This warranty applies to direct impact on the Product itself and does not cover labor or consequential damages.

5. **VALIDITY:** This Limited Material Warranty becomes valid only after the purchase certificate attached hereto is filled in by the *Ekorooftm* Authorized Supplier or Distributor (as the case may be in your area), or by your *Ekorooftm* Certified 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 satisfactory Final Roofing Inspection by the governing building department or Authority Having Jurisdiction (AHJ).

6. **TRANSFERABILITY:** This Limited Material Warranty may be transferred one time by the original Purchaser to the subsequent owner of the Property (“Transferee”), provided the following are received by EKO via certified mail within sixty (60) days after the date of property transfer as evidenced by Official County Property Records:

- Completed transfer form (attached hereto, page 7);
- Copy of this original Limited Material Warranty;
- A bank draft or money order in the sum of Three Hundred Fifty (\$350.00) US Dollars to cover processing, verification, and mandatory roof inspection by Ekoroof or Ekoroof-Certified Installer;
- Property Title Transfer Documentation (e.g., deed or county records);

Upon receipt, EKO will coordinate a mandatory roof inspection by an Ekoroof-Certified professional to verify the Product’s authenticity, condition, proper original installation, and current integrity (including fastener security). The inspection is included in the transfer fee; any required maintenance or repairs identified during the inspection shall be completed at the Transferee’s expense prior to issuance of the new warranty certificate. If a qualified year 9–11 fastener inspection has already been performed and documented, EKO may, at its discretion, accept that documentation in lieu of or as a supplement to the transfer inspection. Upon satisfactory inspection (and completion of any required repairs), EKO will issue a new embossed Limited Material Warranty Certificate to the Transferee reflecting the remaining coverage as follows:

- If the transfer occurs within the first ten (10) years after original installation, the Transferee shall be entitled to the full remaining benefits and term of this Limited Material Warranty (non-prorated).
- If the transfer occurs more than ten (10) years after original installation, coverage for the Transferee shall be limited to: (i) ten (10) years non-prorated from the date of transfer, followed by (ii) an additional five (5) years prorated (EKO’s reimbursement reduced by 20% per year during this period, based on the original Product purchase price).

Failure to submit the required items, complete the inspection, or perform any required repairs within the specified time limit shall terminate EKO's obligations under this Limited Material Warranty.

**HOW TO FILE A CLAIM:** If you believe the Product suffers from a manufacturing defect covered under this Limited Material Warranty, the original purchaser or Transferee must provide written notice to EKO within thirty (30) days after discovery of the alleged defect. Mail the notice to:

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

The notice must include:

- A detailed description of the claimed defect;
- Proof of ownership or valid transfer;
- A copy of the original embossed Limited Material Warranty certificate; and
- Photographs of the affected area.

EKO will respond promptly and may request additional evidence, such as product samples or further documentation. The claimant is responsible for all shipping costs associated with providing evidence. EKO reserves the right to conduct an onsite inspection by an EKO representative or certified professional prior to approving any claim.

Important: No repair or replacement of the Product may be undertaken without EKO's prior written approval, except for temporary measures necessary to prevent further damage. Unauthorized repairs or replacements may void the claim and this warranty.

**SOLE REMEDY AND OBLIGATION:** If EKO determines that a valid manufacturing defect exists, EKO's sole obligation—at its option—shall be to:

- a) Repair or arrange for repair of the defective Product;
  - b) Provide replacement Product (or a comparable substitute if the original is discontinued); or
  - c) Issue a prorated refund based on the original purchase price of the affected Product (as evidenced by receipt or EKO's reasonable estimate).
- During the first ten (10) years from the date of installation: Full non-prorated coverage.
  - After ten (10) years: Prorated coverage. For the original purchaser, the refund percentage shall be calculated as (months remaining in the 50-year warranty term) ÷ 600 × reasonable replacement cost of the affected Product. For Transferees, proration shall follow the step-down terms outlined in the Transferability section.

In no event shall EKO be responsible for labor, tear-off, disposal, flashing, underlayment, metal work, accessories, or any other costs beyond the Product itself. EKO shall not be liable for consequential, incidental, or special damages of any kind.

**PRODUCT CHANGES:** EKO reserves the right to discontinue or modify any Product, including colors, shapes, textures, designs, or styles, without notice. If the claimed Product is unavailable, EKO may substitute a comparable product of equal or greater quality and value, at its sole discretion.

**EXCLUSIONS AND LIMITATIONS:** This Limited Material Warranty applies only to manufacturing defects in the Product itself and does not cover, nor shall EKO be liable for, any failure, defect, or damage arising from or connected with (including but not limited to):

- Improper or faulty installation (not in strict accordance with EKO's published Installation Instructions);
- Neglect, misuse, alterations, or application of paints, coatings, solvents, cleaners, or incompatible materials, damage resulting from abusive, excessive, or improper foot traffic, such as dragging heavy equipment (e.g., A/C condensers, compressors), sharp objects, ladders without protection, or concentrated/repeated loads beyond normal service access, or similar abusive traffic.
- Failure to perform reasonable and necessary maintenance, including required fastener inspections;
- Accumulation of dirt, plant matter (including tree sap), debris, staining, industrial overspray, or biological growth;
- Settlement, distortion, movement, failure, or cracking of the structure, roof deck, walls, foundation, or any supporting components;
- Breach of the building envelope or other causes leading to internal pressurization or forces exceeding the system's design;
- Vandalism, impact by foreign objects (except as specifically covered under the Limited Impact Resistance Warranty), or accidental/intentional damage;
- Installation or exposure to temperatures below 45°F *at the time of installation*; or
- Any causes not constituting a manufacturing defect in the materials or workmanship of the Product.

Wind-induced blow-off or displacement is governed exclusively by the Limited Wind Blow-Off Warranty.

Impact-related damage (penetration, cracking, fracture, denting, or scuffing) is governed exclusively by the Limited Impact Resistance Warranty.

Color change is governed exclusively by the Color Change section.

Bowling ball impact damage is governed exclusively by the Limited Bowling Ball Impact Warranty.

This warranty applies only to Product purchased and installed through official EKO channels and is void for unauthorized, gray-market, or counterfeit Product. It is also void if full payment for the Product has not been made.



RETURN COPY – MAIL TO EKRF WITHIN 30 DAYS OF INSTALLATION

**Ekorooft**®

50-YEAR LIMITED MATERIAL, STORM IMPACT, BOWLING BALL, AND 220 MPH WIND WARRANTY

PURCHASE CERTIFICATE

Signature of Original Purchaser; \_\_\_\_\_ Print Name \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Phone

\_\_\_\_\_ Address \_\_\_\_\_

\_\_\_\_\_ City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Color of Tile Purchased:

- Terracotta  Terracotta Fume  Graphite  Dark Bronze
- Special Order (Specify color) \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_  
Date of Purchase

Supplier:

\_\_\_\_\_ Company Name & Address \_\_\_\_\_

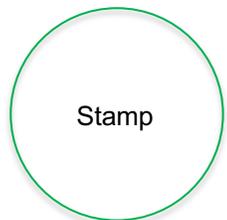
Check Company Type Below

- [ ] Roofing Company [ ] Distributor/Supplier

Owner, please complete and return via certified mail within thirty (30) days of final inspection to:

**EKRF, LLC**  
8004 NW 154<sup>th</sup> Street, Suite 236  
Miami Lakes, FL 33016

Failure to return this copy of the warranty paperwork within the time allotted will reduce this warranty from a fifty (50) year span, to a ten (10) year time total span from the date of installation.



LIMITED WARRANTY TRANSFER FORM

TRANSFeree – MAIL TO EKRF WITHIN 60 DAYS OF HOME TITLE TRANSFER

**Ekoroof®**

50-YEAR LIMITED MATERIAL, STORM IMPACT, BOWLING BALL, AND 220 MPH WIND WARRANTY

PROPERTY TRANSFER WARRANTY CERTIFICATE

Signature of Original Purchaser; \_\_\_\_\_ Print Name \_\_\_\_\_

(\_\_\_\_\_) \_\_\_\_\_  
Phone

\_\_\_\_\_  
Address

\_\_\_\_\_  
City and State \_\_\_\_\_ Zip Code \_\_\_\_\_

Color of Tile Installed:

Terracotta  Terracotta Fume  Graphite  Dark Bronze

Special Order (Specify color) \_\_\_\_\_

\_\_\_\_\_, 20\_\_\_\_  
Date of Property Transfer

Transferee, please complete and **return via certified mail** to:

**EKOROOF**  
8004 NW 154<sup>th</sup> Street, #236  
Miami Lakes, FL 33016

Be sure to include a bank draft or money order in the sum of Three Hundred Fifty \$350.00 US Dollars payable to EKOROOF, with your property address in the “Memo” field, plus a copy of the original Limited Material Warranty (page 5), and a copy of your Property Title Transfer Documentation.