



Date: _____

Warranty No: _____

Distributor: _____

LIFETIME /50 YEAR TRANSFERABLE LIMITED WARRANTY FOR USA USE ONLY

Ross Roof Group USA, Inc. (hereinafter called the "Company") is pleased to offer this Lifetime/50 Year Transferable Limited Warranty ("Warranty"). This Warranty is valid only if registration is submitted within thirty (30) days after the installation has been completed using the Warranty registration card attached hereto. Failure to notify the Company of the registration shall limit the duration of the Warranty to two (2) years from the date of the original installation.

(a) **Limited Warranty Period; Transferability; Owners other than Individuals** – This Warranty shall remain in effect for as long as the original owner(s) continues to live and own the property. In the event that there is more than one original owner, this Warranty will remain in effect for as long as one of the original owners is living and owns an interest in the property to which roofing tiles and/or accessories (the "Products") were installed. This Warranty is transferable by the original owner(s) to the subsequent owner(s) of the property to which the Products were installed. In the event of transfer of this Warranty, the Warranty period extends fifty (50) years from the Products' installation date. If at the time the Products are installed at the property, the property is owned by an organization (e.g., a corporation, unincorporated association, church, government, public entity or other legal entity) the Warranty period extends for fifty (50) years from the Products' installation, with full coverage for cost of remedial repairs borne by the Company for the first twenty (20) years and thereafter, the Company's obligation shall be limited to sharing the cost with the original, non-individual owner based on the schedule attached to this Warranty.

(b) **Warranty**

Subject to the terms, conditions and limitations herein, the Company hereby warrants that during the applicable Warranty period mentioned in Section A above, the Products will:

- Be Free from manufacturing defects in workmanship and materials that would adversely affect the performance of the Products;
- Be resistant to blow-offs in wind velocities of up to 120 miles per hour;
- Not be penetrated (specifically the substrate) by hail stones less than two and one-half inches in diameter such that the Products are no longer weatherproof; and
- The appearance of the surface coating of the Products will not materially deteriorate beyond normal weathering and aging.

The Company's obligation under this Warranty shall be, at its option, to repair or replace the Product, provided the Company's liability shall be limited to a total expenditure not to exceed the original cost of the particular defective Product. The Company reserves the right to require the owner to pay its reasonable costs and expenses incurred in performing any physical inspection of the Products that are subject to a Warranty claim, although such payment will be refunded in the event of a valid Warranty claim. Any repair or replacement by the Company shall not extend the term of this Warranty except as required by law or as agreed in writing by the Company. The Company will attempt to replace defective Products with the same color or design. However, color variations may exist between the Products manufactured at different times and the Company may discontinue or change the design of a particular Product. In any event, the Company reserves the right to replace the defective Product with a Product of similar design and color.

This is the sole and exclusive remedy under this Warranty, and in no event shall the Company have any liability for any consequential, incidental, economic, indirect, special or punitive damages or losses of any kind whatsoever. ANY IMPLIED WARRANTIES IMPOSED BY LAW, SUCH AS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN TIME TO THE DURATION OF THIS EXPRESS WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(c) Terms and Conditions of the Warranty:

- (i) After it has been registered by the original owner, this Warranty automatically transfers to the subsequent owner of the property. Upon any transfer of the property and this Warranty, the obligations of the original owner hereunder becomes the obligations of the subsequent owner. Written notice of transfer of the property should be given to the Company as soon as possible by contacting the Company at _____. Please keep this Warranty with your permanent records in a safe place and all records relating to payment and installation.
- (ii) This Warranty does not apply to any of the following circumstances: (a) Damage caused by improper installation, or the installer's failure to follow the Company's installation standards and instructions, or reasonable professional installation procedures. We recommend that you ask your installer or contractor about warranties covering installation, as the Company does not in any way warrant or guarantee such services, (b) Products that have been damaged, modified, altered or changed in design or function after shipping from the Company's facility, or used or installed for a purpose other than roofing, (c) Damage or change in appearance caused by any of the following: foot traffic or foreign objects, climate-specific conditions such as mold or mildew from moisture or humidity, (d) The application of cleaning fluids, coatings or chemicals not specifically approved and authorized by the Company, or (e) The failure or movement of the structure on which the Products are installed.
- (iii) Any claim for breach of Warranty hereunder must be presented in writing to the Company within the Warranty period and within a reasonable period of time after defect is discovered. The claim should include the following items: (a) a description of the claimed defect and the date the defect was discovered; (b) a copy of the original contract for the job, including purchase price; (c) a copy of this Warranty and the Products' date of installation; and (d) the owner's name, address and phone number. Write to the Company at _____. The Company will provide notification of specific information and physical evidence required to process your claim. ANY REPAIR OF THE PRODUCTS UNDERTAKEN WITHOUT PRIOR WRITTEN AUTHORIZATION FROM THE COMPANY, EXCEPT NECESSARY TEMPORARY EMERGENCY REPAIRS, WILL VOID THIS WARRANTY.
- (iv) Dealers, distributors and installers of the Products are independent contractors and not agents of the Company for any purpose whatsoever, and are not authorized to extend or modify this Warranty on the Company's behalf.
- (v) This Warranty gives the original owner of the Company's Products specific legal rights and you may also have other rights under state and federal law.
- (vi) If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.

How to care for your roof:

1. You should not walk on your roof unless absolutely necessary. If you do need to walk on your roof, to avoid denting or causing other damage to your roof, you should first, wear soft-soled shoes and second, place your feet on the lowest point of the tile at the front edge.
2. Your roof must be washed down regularly with fresh water especially those areas sheltered by the eaves overhang of a higher roof. In areas near the sea, where salt deposits are noticeable on windows and similar surfaces, or near areas of industrial pollution, washing down should be carried out every 2-3 months. In other areas, washing down every 6 months should suffice.
3. All organic growth such as moss, mould, algae, lichen or other organic growth can damage the surface coating of your roof and must be removed with chemical cleaners as recommended by the Company in order for your Warranty to be valid. The Company recommends to chemically clean the roof within a 3 year time period of your roof being installed and thereafter once every 2-3 years to maintain a good appearance and prevent the growth of moss, mould, algae, lichen or other organic growth.

Non individual Owner Pro Rata Warranty Schedule				
Year	Company Contribution	%	Purchaser (Owner) Contribution	%
1 to 20	"	100%	"	0%
21	"	97%	"	3%
22	"	94%	"	6%
23	"	91%	"	9%
24	"	88%	"	12%
25	"	85%	"	15%
26	"	82%	"	18%
27	"	79%	"	21%
28	"	76%	"	24%
29	"	73%	"	27%
30	"	70%	"	30%
31	"	67%	"	33%
32	"	64%	"	36%
33	"	61%	"	39%
34	"	58%	"	42%
35	"	55%	"	45%
36	"	52%	"	48%
37	"	49%	"	51%
38	"	46%	"	54%
39	"	43%	"	57%
40	"	40%	"	60%
41	"	37%	"	63%
42	"	34%	"	66%
43	"	31%	"	69%
44	"	28%	"	72%
45	"	25%	"	75%
46	"	22%	"	78%
47	"	19%	"	81%
48	"	16%	"	84%
49	"	10%	"	90%
50	"	4%	"	96%
51 - thereafter	"	0%	"	100%