



## LIFETIME LIMITED MATERIAL WARRANTY

DaVINCI ROOFSCAPES, LLC

Valid for installations in Canada and the United States, except Alaska and Hawaii



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**CONGRATULATIONS** on your purchase from DaVinci Roofscapes. It's easy to see that the authentic appearance, durability, and lifetime cost advantages of DaVinci synthetic roof tiles—plus a Lifetime Limited Material Warranty—add up to an exceptional value for any discerning homeowner. That's why DaVinci Roofscapes develops and manufactures superior polymer roofing system products paired with unparalleled customer service. It's a unique approach that allows DaVinci to deliver a degree of luxury, performance, and satisfaction that continues to make us the preferred choice for owners, installers, and designers alike.

**GENERAL.** Subject to the terms, conditions, and limitations set forth below, DaVinci Roofscapes, LLC, a Kansas limited liability company ("DaVinci"), warrants to the individual owner and/or owners of the property on which the Products are originally installed (the "Owner") and to any party to whom the Owner transfers ownership as permitted herein, that the DaVinci Shake and DaVinci Slate products installed on the Owner's property (collectively referred to herein as the "Products") will be free from manufacturing defects that cause leaks when subject to normal use and conditions (a "Permitted Claim") for the Owner's lifetime provided that Owner remains a legal occupant of the property according to the strict terms of the relevant real estate title and continuously resides at the property where the Products were originally installed ("Warranty Period"). If the Owner is an organization or other legal entity (as opposed to a person or persons), then the Warranty Period will not exceed fifty (50) years from the date of the original purchase of the Products. To establish a Permitted Claim, the Owner must provide to DaVinci in compliance with the Notification section below the following: (i) the date of purchase of the Products; (ii) the original cost of the Products; (iii) proof that the Owner is either the original owner or transferee permitted hereunder; (iv) a copy of the current real estate title; and (v) proof of damage to the Products covered hereby. All documentation must be in a form that provides proof of the Permitted Claim to DaVinci's reasonable satisfaction.

**COVERAGE.** Only during the first ten (10) years after installation of the Products, if an Owner submits a Permitted Claim to DaVinci, DaVinci will, at its sole option, either (i) provide replacement Products and 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 referenced in option (ii) of this paragraph is strictly limited to the amount originally paid by Owner for the Products, excluding freight and all other costs. If DaVinci elects option (i) of this paragraph, Owner shall have the responsibility to select the contractor to remove the Products and perform the installation of replacement Products. If DaVinci elects option (i) of this paragraph, DaVinci shall also pay the Owner the reasonable costs associated with installing the replacement Product at the prevailing customary local rates not to exceed \$350 per one hundred square feet (a "Square") (the "Installation Costs"). Installation Costs include, but are not limited to, the following: freight related costs, labor, underlayment, decking, flashing, nails, building permits, disposal costs, and any other costs. DaVinci shall not be responsible for any costs in excess of \$350 per Square. Prior to DaVinci providing replacement Products and/or payment for Installation Costs, Owner must provide DaVinci (i) the accurate number of Squares involved in any Permitted Claim and (ii) proof of the Installation Costs. 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.

**LIMITED COVERAGE OVER TIME.** Ten (10) years after the original purchase of the Product, the amount DaVinci will refund in the event of a Permitted Claim will be reduced by dividing the number of months remaining in the Warranty Period by 600 and multiplying the resulting percentage by the actual original price paid for the affected Products. This payment specifically excludes Installation Costs and all other costs. If the Owner is not an organization or a legal entity, then the minimum Permitted Claim payments to the Owners is ten (10) percent of the amount originally paid for the affected Products excluding Installation Costs.

Any Permitted Claim and/or replacement Products provided by DaVinci under this Lifetime 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.

**WIND LIMITATION.** DaVinci shall have no liability under this Lifetime Limited Warranty for Product damage resulting from or any way related to exposure to winds (i) in excess of ninety (90) mph; (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. Owner must provide, to DaVinci's satisfaction, proof, via reasonably reliable third-party verification, that the alleged damage to the Product did not involve winds in excess of (90) mph.

**WIND WARRANTY UPGRADE.** If the Products are installed in strict compliance with the DaVinci high wind area installation instructions and the installation contractor completes the high wind installation certification, then DaVinci will warrant against damage to the Product resulting from winds less than (110) mph during the first five

years after the original purchase of the Product. The payment for wind claims between (90) mph and (110) mph and sought under this paragraph is limited to a refund of the amount paid for DaVinci Products only, no Installation Costs or other costs are covered. The instructions and the certification form are both available from DaVinci. The remaining requirements of a Permitted Claim set forth above must also be fulfilled and the Owner must provide, to DaVinci's satisfaction, proof, via reasonably reliable third-party verification, that the alleged damage to the Product did not involve winds in excess of (110) mph.

**COLOR FADING.** All material will weather when exposed to air pollution, acid rain, ultra violet light, weather extremes, and other elements found in the outdoors. 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 DaVinci 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 DaVinci, 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, DaVinci will refund the amount originally paid for the Products. No Installation Costs or other costs will be reimbursed related to damage from alleged fading or discoloration.

**INSURABLE RISKS.** Before any coverage shall apply under this Lifetime Limited Warranty in the event of damage to Product caused by any insurable risk during the Warranty Period, the Owner must first exhaust all efforts to pursue the cost of replacement or repair of all damaged Product through the Owner's insurance coverage. Any costs incurred by the Owner in excess of the insurance contributed by any source of insurance reimbursements (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 Lifetime Limited Warranty entitled "Coverage".

**TRANSFERABILITY.** This Lifetime Limited Warranty may be transferred up to two times within the first ten (10) years after the original purchases of the Products. To maintain coverage under this Lifetime Limited Warranty, the prospective transferee Owner must provide the following to DaVinci at the address below within sixty (60) days of transfer of ownership of the property upon which the Products were originally installed: (i) legal documents evidencing transfer of the subject property ownership; (ii) proof of the original purchase date of the Products; (iii) proof that the legal property transfer is taking place within ten (10) years of the original purchase; (iv) a completed warranty transfer form (a copy of which is available from DaVinci) and payment of any transfer fees to DaVinci; and (v) proof of payment of any fees required in order to effectuate the legal transfer of the property upon which the Products were originally installed. Failure to satisfy each of the requirements in the preceding sentence shall void this Lifetime Limited Warranty as of the date the Owner transfers ownership of the property upon which the Products were originally installed. DaVinci's warranty under the "Color Fading" paragraph above is not transferable and only extends to the original Owner of the Product.

**LIMITATIONS.** The following non-inclusive list of circumstances will not result in a Permitted Claim;

- Misuse, abuse, neglect or improper handling or storage of the Products;
- Defects related to Product installation other than in strict accordance with DaVinci's installation instructions, including but not limited to defects arising from faulty or improperly installed underlayment, decking or other components;
- Movement of structure and/or the roof deck on which the Products are installed;
- 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, paints, solvents, or metals including copper, zinc or any other metal that might discolor;
- Damage related to algae or moss, insects, or animals;
- Inappropriate roof applications or failure to meet local building codes;
- Damage related to construction and/or maintenance activities, including 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 while the temperature is less than 20 degrees Fahrenheit;
- Gloss or color difference of any repair or replacement Products related to normal weathering of existing Products;
- Distortion or warping related to additional or unusual heat sources, including reflections from windows or metallic surfaces and heat buildup caused by non-compliance with local building codes covering roof ventilation;
- Any damage or loss caused by ice backup, ice damming or snow slides;
- Any other cause not involving inherent manufacturing defects in the material supplied by DaVinci.

THIS LIFETIME LIMITED WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF DAVINCI AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES RELATED TO 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. DAVINCI DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, EMPLOYEES (other than with the express written consent of DaVinci's CEO or CFO), DISTRIBUTORS, OR DEALERS TO MAKE ANY CHANGES IN OR MODIFICATIONS TO THIS LIFETIME LIMITED WARRANTY. DAVINCI'S LIABILITY LIMITATIONS SET FORTH HEREIN SHALL BE ENFORCED TO THE FULLEST EXTENT UNDER APPLICABLE LAW. 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 Lifetime Limited Warranty, which shall continue in full force and effect. Any cause of action for breach of this Lifetime 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, 13890 W. 101st, Lenexa, Kansas 66215

**OUTSTANDING CHARGES; SAMPLES.** DaVinci shall be under no obligation to provide service under this Lifetime Limited Warranty if there are outstanding charges for the Products to which this Lifetime 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 Lifetime 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 Lifetime 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 Lifetime 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 Lifetime Limited Warranty.

**EFFECTIVE DATE.** This Lifetime Limited Warranty shall be effective for installations after January 1, 2015.