

## **INSPIRE BY DAVINCI ROOFSCAPES EXPRESS LIMITED WARRANTY**

This express limited warranty (the “Warranty”) covers the performance of Inspire Classic Slate roofing products (the “Product(s)”) manufactured by Westlake DaVinci Roofscapes LLC (“DaVinci”) or an affiliate of DaVinci. DaVinci does not warrant any accessory materials or any products which are not manufactured by DaVinci and any installation labor provided by others.

### **Limited Warranty From Certain Defects:**

DaVinci warrants to the Original Owner, subject to the limitations set forth herein: (a) that for a maximum period of fifty (50) years after the original purchase date of the Product (“Purchase Date”), the Product, under normal use, will be free from the following manufacturing defects: warping, cracking, splitting, rotting, peeling, flaking and blistering; and (b) that for a maximum period of ten (10) years from the Purchase Date, the Product, under normal use, and after removal of foreign surface deposits and based on a comparison between the exposed and unexposed areas of the Product, will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure.

For purposes of this Warranty, the term “Original Owner” shall mean the owner(s) of the residential-use structure (“Residential Structure”) or commercial-use structure (“Commercial Structure”) at the time the Product is initially affixed to such structure, unless the applicable structure is new construction and owned by a professional builder or developer for the primary purpose of re-sale, in which event the first subsequent owner(s) of the applicable Residential Structure or Commercial Structure who uses it for its primary intended purpose (i.e., residential use or commercial use) shall be the Original Owner.

This Warranty has been delivered to the Original Owner in connection with the purchase of the Product for use on the Original Owner’s Residential Structure or Commercial Structure and remains in effect up to the maximum periods set forth above, but only so long as the Original Owner (or in the event of multiple Original Owners, at least one of the Original Owners) remains the owner of the applicable Residential Structure or Commercial Structure or otherwise transfers the Warranty in accordance with the transferability provisions set forth below.

### **Registration and Transfer of Warranty:**

This Warranty may be registered online at [www.davinciroofscapes.com](http://www.davinciroofscapes.com). Except with respect to the color fade warranty (which is not transferrable by the Original Owner(s)), the Warranty with respect to a Residential Structure may be transferred once within the first five (5) years after the Purchase Date by only the Original Owner(s), and the Warranty with respect to a Commercial Structure may be transferred an unlimited number of times within the first fifteen (15) years after the Purchase Date by either the Original Owner(s) or any successor owners (collectively, all permitted transferee(s), the “Permitted Transferees(s)”), provided that DaVinci receives electronic notice of the transfer of title of the applicable structure by re-registering the structure online at [www.davinciroofscapes.com](http://www.davinciroofscapes.com) within sixty (60) days of the date of transfer of ownership. For assistance, please contact DaVinci at (800) 328-4624. Failure to file the required notice of transfer within such sixty (60) day period shall relieve DaVinci of any further obligation to the successor owner(s) under the terms of this Warranty. Upon meeting the above conditions of transfer, all

warranty periods under this Warranty, except for the color fade warranty, shall be limited in duration to a maximum period of fifty (50) years from the Purchase Date so long as the Permitted Transferee(s) continues to own the applicable Residential Structure or Commercial Structure, and the Permitted Transferee(s) shall be subject to the same Warranty Pro-Ration Actions as the Original Owner(s) as set forth herein. The Permitted Transferee shall not receive warranty coverage hereunder beyond that provided to the Original Owner.

**Remedies:**

Except with respect to a defect under the color fade warranty above, if any Product is found to be defective under this Warranty, DaVinci shall take the following actions (the “Warranty Pro-Ration Actions”):

- If a Warranty claim is made up to and including the seventh anniversary of the Purchase Date, subject to the terms of this Warranty, DaVinci shall, at its sole option, either: (a) provide a replacement Product and pay for all of the replacement labor costs and additional accessories, or (b) refund the amount previously paid by the Original Owner to purchase the defective Product.
- If a Warranty claim is made after the seventh anniversary of the Purchase Date and up to and including the 45<sup>th</sup> anniversary of the Purchase Date, subject to the terms of this Warranty, DaVinci shall pay an amount equal to the number of months remaining until the 50<sup>th</sup> anniversary of the Purchase Date (to the nearest month) divided by 600, and then multiplied by the amount previously paid by the Original Owner to purchase the defective Product, as illustrated with the following equation:

$$\text{Number of months remaining until the 50th anniversary of the Purchase Date} \times \text{Cost of the defective Product to the Original Owner} = \text{Warranty Payment} \\ 600$$

- If a Warranty claim is made after the 45<sup>th</sup> anniversary of the Purchase Date and up to and including the 50<sup>th</sup> anniversary of the Purchase Date, subject to the terms of this Warranty, DaVinci shall pay 10% of the amount previously paid by the Original Owner to purchase the defective Product.

Notwithstanding the above, in no event shall DaVinci’s obligation under the above remedies exceed a maximum of \$350.00 for labor costs per 100 square feet of defective Product. No Product replacement under this Warranty will alter the above Warranty Pro-Ration Actions, the calculation of which shall continue to commence from the Purchase Date.

If any Product is found to be defective under this Warranty with respect to the color fade warranty above, DaVinci shall replace the defective Product with a replacement Product; however, if a replacement Product does not exist, then DaVinci shall refund the Original Owner the then-current purchase price for a substantially similar Product.

In the event DaVinci replaces a defective Product with a replacement Product pursuant to the terms of this Warranty, DaVinci will attempt to do so with a replacement Product having the same color

or design; however, color variations may exist between Products manufactured at different times, and DaVinci may discontinue or change the design of a particular Product profile. Therefore, it is understood that there may be a color or design difference between the defective Product and any replacement Product provided under the terms of this Warranty.

Any repair or replacement of a defective Product shall not extend the term or coverage of this Warranty. This Warranty shall be void if anyone makes repairs or modification to a Product that is not first approved in writing by DaVinci, except for necessary emergency repairs.

**Specific Exclusions:**

This Warranty does not cover: (a) damage to Product(s) caused during installation or by improper installation (including, but not limited to, failure to install in accordance with appropriate local building codes and acceptable trade practices in the specified area or failure to follow DaVinci's applicable installation instructions located at [www.davinciroofscapes.com/professionals/document-center/](http://www.davinciroofscapes.com/professionals/document-center/)); (b) damage to Product(s) caused by either un-vented or improperly vented roof systems, roof traffic or foreign objects falling or settling on the roof (i.e., ash, sap, soot, etc.); (c) damage to Product(s) caused by improper installation of chimneys, furnaces, or other heat sources; (d) damage to Product(s) due to installation of Product(s) at improper temperature (see applicable installation guides); (e) damage to Product(s) caused by hurricanes, tornadoes or other acts of God; (f) damage to Product(s) caused by climate-specific conditions (including, but not limited to, mold, mildew or other growth); (g) damage to Product(s) caused by any failure or movement of any structural elements of the Property; (h) installation labor provided by others; and (i) except as otherwise set forth herein (i.e., the Product(s) will not show a color fade in excess of 4 Hunter E Units as a result of normal weathering or ultraviolet exposure as set forth above), color fading, color changes, staining or variations of the color hue or physical deterioration of the color for any reasons including, but not limited to, weathering, oxidation, air pollutants, improper cleaning or contact with any metals.

**THE FOREGOING IS THE ENTIRE EXPRESS LIMITED PRODUCT WARRANTY OF DAVINCI FOR THE PRODUCT(S). DAVINCI HEREBY DISCLAIMS ALL OTHER EXPRESS, IMPLIED OR STATUTORY WARRANTIES WHERE ALLOWABLE BY LAW FOR THE PRODUCT(S), INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**LIMITATIONS ON LIABILITY: DAVINCI SHALL IN NO EVENT BE LIABLE UNDER ANY CIRCUMSTANCES FOR INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, FOR LOST PROFITS OR FOR ANY DAMAGES TO ANY PROPERTY OR ITS CONTENTS OR ITS OCCUPANTS.**

No employee, agent or other person or entity is authorized to vary or change the terms of this Warranty either orally or in writing, and any statements contained in DaVinci's general advertising pamphlets or other printed materials do not constitute a warranty and shall not be binding on DaVinci except as expressly set forth in this document.

**Claims Procedure:** Claims under this Warranty will be honored only if the following conditions are met: (1) the Warranty claimant proves that he or she is either the Original Owner(s) or a Permitted Transferee(s), as applicable; (2) proof of the Purchase Date is provided; (3) DaVinci is notified within thirty (30) days after the facts on which the claim is based became known; and (4) DaVinci has an opportunity to investigate and approve the claim. Claims may be submitted online at [www.davinciroofscapes.com/support/warranty-claim/](http://www.davinciroofscapes.com/support/warranty-claim/).

This Warranty gives the Original Owner and/or Permitted Transferee(s) covered by this Warranty specific legal rights, and they may have other rights which may vary from state to state. If the laws of a particular state require terms other than or in addition to those contained in this Warranty, this Warranty shall be deemed modified so as to comply with the appropriate laws of such state, but only to the extent necessary to prevent the invalidity of this Warranty or any provision of this Warranty or to prevent the imposition of fines, penalties or any liability.

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For further information concerning this Warranty, call DaVinci at (800) 328-4624.