

CeDUR Fifty (50) Year Limited Material Warranty

1. **General.** Subject to the terms, conditions, and limitations set forth herein, including without limitation, that the Product was installed in strict accordance with the application instructions, Elevation Building Products, LLC (d/b/a CeDUR), a Colorado limited liability company ("CeDUR"), warrants under this Limited Material Warranty ("Warranty") to the original owner and to any party to whom the original owner transfers ownership as permitted herein ("Owner") that its CeDUR Shake shingles (collectively and individually "Product" or "Products"), will be free from manufacturing defects that directly cause leaks when subject to normal use and conditions ("Covered Defects") for a period of fifty (50) years ("Warranty Period"). The remedies contained in this Warranty apply only to Product installations in the United States. All Product installations in locations where the remedies contained in this Warranty do not apply are sold "as is" and without any warranty of any kind, including any implied warranty or condition of merchantability or fitness for a particular purpose.

2. **Coverage.** Should CeDUR determine that Covered Defects exist, it will, in its sole discretion, either (i) provide replacement Products to repair or replace the defective Products, or (ii) refund the original purchase price for the defective Products; provided that both 2(i) and (ii) are limited by the proration schedule below. Any remedies available under this Warranty are available only for that portion of the Products determined to actually exhibit Covered Defects. If CeDUR elects option 2(i), the Owner shall select and contract with a licensed contractor to remove the Products and perform the installation of the replacement Products. Prior to the commencement of such work, the Owner shall submit to CeDUR, in writing, the number of Squares for which Owner seeks reimbursement. CeDUR shall respond in writing as to the number of squares it agrees to reimburse; CeDUR shall not unreasonably withhold such authorization. If Owner does not obtain written authorization from CeDUR prior to commencing work, Owner waives its right to recover such costs. CeDUR reserves the right to have an authorized representative inspect a claim prior to the commencement of any work. The extent of the replacement or remedy is at the sole discretion of CeDUR. The replacement Product may not match the original Product due to many factors, such as, normal weathering and manufacturing conditions. If the original Product is no longer available, CeDUR will provide the closest substitute.

Subject to the terms and conditions of this Warranty, CeDUR will provide the replacement Products and will reimburse Owner at the prevailing customary local rates up to a maximum of \$200 per one hundred square feet (a "Square") for total labor, material (excluding Product), and all other costs ("Install Costs"). Install Costs will only be reimbursed solely for work performed to remove the defective Products and install replacement Products. Installation of the Product constitutes acceptance by the Owner, regardless of the circumstances. Owner agrees that any claim shall not be deemed to constitute an admission of any past, present, or future liability or wrongdoing by CeDUR. Any replacement Product will be warranted for the remainder of the Warranty Period only. The foregoing is CeDUR's maximum liability under this Warranty.

Warranty Proration Schedule

<p>Date of Purchase Through ten (10) year anniversary of Purchase Date ("Initial Period")</p>	<p>100% of Install Cost and Product costs as specified in Section 2 of the Warranty.</p>
<p>After ten (10) year anniversary date through 50th year anniversary date</p>	<p>Owner will be paid an amount equal to the number of months remaining until the 50th anniversary of the date of purchase to the nearest month divided by 600 multiplied by the original cost of the Product. The warranty payment amount may be determined from the following equation:</p> $\text{Warranty Payment} = \frac{\text{Number of Months Remaining Until the 50th Anniversary of the Date of Installation}}{600} \times \text{Original Cost of Product}$

3. **Limited Wind Warranty.** Provided that the Product was installed in strict accordance with the application instructions and any requirements of this Warranty have been fulfilled, and the Product has had ample time to seal down, and the Product is damaged or blown off during the Initial Period, by winds, including gusts, below ninety (90) mph, as a result of a manufacturing defect, CeDUR will process the claim in accordance with section two (2) above. Alternatively, CeDUR may in its sole discretion offer to furnish the labor to reseal unsealed Products or to remit the reasonable cost of same. Exposure of the Product at any time to winds, including gusts, in excess of 90 mph shall extinguish all obligations of CeDUR under this Warranty.

4. **Insurable Risks.** In the event of damage caused by any insurable risk during the Warranty Period, before any coverage shall apply under this Warranty, the Owner must first pursue the cost of replacement or repair of all damaged Products through the Owner's insurance coverage. Owner shall notify CeDUR within sixty (60) days of any claim filed with insurance company. Any costs incurred by the Owner in excess of the insurance contribution (excluding insurance deductibles) will be reimbursed by CeDUR only to the extent such costs are otherwise a claim, provided CeDUR's liability shall be limited in the manner set forth in Section 2.

5. **Transferability.** Within the first five (5) years after the original owner installs the Products, the original owner may transfer to the purchaser of the building upon which the Product is applied. The purchaser may not transfer the Warranty. To initiate the transfer, the original owner shall provide the following to CeDUR at the address in Section 8 within thirty (30) days of the date of the transfer of ownership of the building upon which the Product was applied: (i) names of original owner and the purchaser, address of the building upon which the Product is installed,

date of installation, date of purchase, date of transfer; (ii) copy of Warranty issued to original owner; (iii) proof that the transfer is taking place within five (5) years of the original purchase; and (iv) \$75.00 to process the transfer. Failure to adhere to the above shall void this Warranty as of the date of the transfer. The coverage provided by this Warranty automatically terminates upon such time that the original owner or a transferee permitted hereunder is no longer the Owner of the Products. Except for the one transfer permitted by this section, this Warranty may not be sold, assigned, or transferred in any manner.

6. What is Not Covered. CeDUR will not be liable for and this Warranty does not apply to: (i) improper fastening of the Product or accessories or application not in strict accordance with the application instructions; (ii) settlement, movement, structural damage, or defects in the building, walls, foundation, the roof base or substrate over which the Product was applied, parapet walls, copings, chimneys, skylights, vents, supports, or any other contiguous or related element; (iii) improper storage or handling of the Product; (iv) inadequate ventilation, drainage, or slope; or excessive temperatures in the attic; (v) damage resulting from causes beyond normal wear and tear, including without limitation: acts of nature or acts of God, such as lightning, hurricane or tornado (regardless of wind speed), hail, ice damming, ice backup, snow slides, or other storm or casualty; acid rain; or vandalism; (vi) impact of traffic on the roof or foreign objects, including without limitation damage caused by objects blown onto or otherwise contacting the roof; (vii) shading or variations in the color of the Product due to: exposure to chemicals, paints, solvents, metals, or chimney exhaust; shading or sap from landscape; or algae, fungi, insects, animals, lichen or cyan bacteria; (viii) any maintenance, repair, alteration, or replacement of the Product not authorized in writing by CeDUR; (ix) damage to the Product caused by alteration not authorized by CeDUR including without limitation structural changes, equipment installation, painting or the application of chemicals, coatings, or other modifications; (x) distortion or warping related to additional or unusual heat sources; (xi) aesthetic issues such as product lifting or movement; (xii) damage to the interior or contents of the building, such as, mold or mildew, or (xiii) any damage resulting from anything other than an inherent manufacturing defect in the Product. If the roof fails to maintain a water-tight condition because of damage by reason of any of the foregoing, this Warranty shall immediately become null and void for the balance of the Warranty Period.

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW, OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM CEDUR AND REPRESENTS THE SOLE REMEDY AVAILABLE TO AN OWNER. CEDUR MAKES NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES OF ANY KIND OTHER THAN THAT STATED HEREIN. CEDUR WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF

ANY KIND INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, WHETHER ANY CLAIM AGAINST IT IS BASED UPON BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT, OR FOR ANY OTHER CAUSE. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

NO REPRESENTATIVE, EMPLOYEE, OR OTHER AGENT OF CEDUR, OR ANY PERSON OTHER THAN CEDUR'S CEO HAS AUTHORITY TO MODIFY OR WAIVE ANY PROVISION OF THIS WARRANTY OR ASSUME FOR CEDUR ANY ADDITIONAL OBLIGATIONS OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT.

7. Severability. Invalidation or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect. In the event the class action waiver or the arbitration provisions are found to be invalid or unenforceable, this Warranty shall be null and void and the Product is sold as-is and where is, with no warranty of any kind.

8. Notification. The Owner must notify CeDUR in writing within thirty (30) days of discovery of, or upon such time that Owner should have reasonably discovered, any Covered Defect. The claim must be mailed to: Elevation Building Products, LLC, 3590 Himalaya Rd., Aurora, Colorado 80011. **Notice to the installer, contractor, dealer, or home builder is NOT notice to CeDUR.** Retain this Warranty in your records in the event you need to submit a claim. The claim must include: (i) dates of purchase and installation; (ii) proof that you were the owner of the property at that time or that the Warranty was properly transferred to you; (iii) a copy of the warranty that was issued; and (iv) photographs supporting the alleged Covered Defects. The Owner must cooperate with CeDUR's investigation, including without limitation: providing additional information or samples to CeDUR upon request. CeDUR shall have a reasonable time after receipt of claim to investigate the claim, which may include without limitation: inspecting the Product in the area where it is installed, completing laboratory analysis, and analyzing the Product and material. The Owner shall provide CeDUR with reasonable access to the area where the Product is installed. If reasonable access is denied or made subject to unreasonable conditions, or if the Owner fails to cooperate in CeDUR's investigation, CeDUR's obligations under this Warranty shall immediately terminate.

9. Outstanding Charges. CeDUR shall have no obligations under this Warranty if there are outstanding charges for Products or non-payment for any portion of the installation of Products regardless of whether such cost has been written off.

10. Products not Produced by CeDUR. This Warranty does not apply to any products, goods, instruments, components, or accessories not produced by CeDUR,

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including but not limited to gutters, underlayment, fasteners, or insulation.

11. Dispute Resolution. This Warranty shall be interpreted and enforced in accordance with the laws of the State of Colorado without giving effect to the conflicts of law principles of any jurisdiction. **ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS WARRANTY, OR THE BREACH THEREOF, SHALL BE SETTLED BY BINDING, NON-APPEALABLE, FINAL ARBITRATION, HELD IN DENVER, COLORADO AND ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS CONSTRUCTION INDUSTRY ARBITRATION RULES.** Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. By submitting a claim, Owner agrees that it will not contest to the jurisdiction of Colorado to waive any dispute related to this Warranty.

YOU AND CEDUR AGREE THAT ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN THE PARTIES ARISING FROM OR RELATED TO THE PRODUCT OR THIS WARRANTY WILL BE ARBITRATED (OR, IF THE ARBITRATION CLAUSE IS NOT PERMITTED BY LAW, LITIGATED) INDIVIDUALLY AND NEITHER PARTY WILL CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH YOU AND CEDUR.

Any cause of action for breach of this Warranty must be brought within one (1) year after the event giving rise to the cause of action.

Elevation Building Products, LLC

By: _____

Name: _____

Title: _____

Date: _____

Product Installation Date: _____

WARRANTY #:

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WARRANTY ISSUED TO:

XXXXXXXXXXXXXXXXXXXX

WARRANTY ADDRESS:

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