

# *DaVinci Roofscapes, LLC*

*== 50 Year Limited Material Warranty ==*

for

## *DaVinci Shake, DaVinci Slate and DaVinci Bella Slate*

*Valid for the United States and Canada*

### INTRODUCTION

Subject to the terms, conditions and limitations stated herein, DaVinci Roofscapes, LLC, a limited liability company of the state of Kansas ("DaVinci") warrants to the original building owner of record upon whose building the DaVinci Products (herein defined) are placed ("Owner") that DaVinci Shake, DaVinci Slate and DaVinci Bella Slate roofing products ("Products") are free from manufacturing defects at the time of sale. DaVinci further warrants that the Products:

- (1) will not prematurely deteriorate because of weathering and thereby cause leaks for a period of fifty (50) years from the date of application; and
- (2) will not blow off or otherwise become damaged by winds less than 90 mph (confirmed by the National Weather Service) within the first ten (10) years after the date of installation. DaVinci shall have no liability under this Limited Wind Warranty if the Shingles have been exposed at any time to winds in excess of 90 mph. Shingles will be conclusively deemed to have been exposed to winds in excess of 90 mph if the National Weather Service or other reputable weather agency records wind in excess of 90 mph in the county or parish where the Shingles are installed or in any adjoining county or parish.

This Limited Material Warranty does not apply to materials not sold by DaVinci, nor does it cover any labor costs or any other elements of any construction projects associated with the installation of DaVinci Shake, DaVinci Slate and DaVinci Bella Slate Products, unless specifically stated to the contrary herein.

The useful life of a given Product may be affected by many factors, including: the weather conditions to which it is exposed, the quality of its installation, the type and quality of the construction, including the roof decking and ventilation, and other factors over which DaVinci has no control. This Limited Material Warranty describes the remedy in the event the Products are found to have defects in material or manufacturing workmanship which cause leaks before the expiration of the stated warranty period.

### TERMS, CONDITIONS AND LIMITATIONS

1. To request performance of any obligation of DaVinci asserted herein, the building owner must, within thirty (30) days from the date Owner discovers or by reasonable inspection should have discovered a problem for which DaVinci may be responsible, send a written notification of the alleged defect with a copy of this warranty and proof of purchase of the Products to: DaVinci Roofscapes, LLC, 1413 Osage Avenue, Kansas City, Kansas 66105.
2. DaVinci shall review the matter promptly, and within a reasonable amount of time shall provide an initial response. DaVinci may ask for samples of the Products and/or photographs showing the extent of the problem. Owner is responsible for providing these at Owner's expense. Any claim shall be denied for shingles that have been replaced prior to DaVinci's receipt of written notice and, at DaVinci's discretion, an on-site inspection. If DaVinci's investigation reveals manufacturing defects covered by this Limited Material Warranty, DaVinci will provide, within a reasonable period of time, a settlement in accordance with the conditions of this document.
3. This Limited Material Warranty is the sole and exclusive remedy provided to Owner with regard to the Products. To the extent any Products actually contain defects in material or manufacturing workmanship which affect their performance, DaVinci will compensate Owner by either:
  - (a) paying the reasonable replacement cost of the affected Products, prorated as set forth below; or
  - (b) providing free replacement of the affected Products, based on the proration factor set forth below; or
  - (c) paying the reasonable cost for repair of the affected Products.The decision on which remedy is used shall be at the sole discretion of DaVinci. Notwithstanding anything herein to the contrary, DaVinci shall compensate Owner or any subsequent Owner only once during the term hereof as provided in Subsections (a), (b) and (c) above.
4. In the unlikely event that premature deterioration of the Products during the first ten (10) years affects Owner's entire roof, and DaVinci determines that the cause of the problem is in fact due to manufacturing defects for which DaVinci is solely responsible, DaVinci will provide Owner with 100% of replacement materials and pay the reasonable cost of labor to recover the entire roof.
5. After ten (10) years from the date of application of the Products, however, if DaVinci chooses to pay the reasonable replacement cost of the affected Products, the amount DaVinci will pay will be reduced by the amount of usage Owner has received from the affected Products. Thus, DaVinci will pay a percentage of the reasonable replacement cost of the affected Products. That percentage will be determined by dividing the number of months remaining in the warranty period by 600 (the number of months in the original warranty period). The resulting percentage will be multiplied times the reasonable replacement costs for the affected shingles. Reasonable replacement costs relate to originally supplied materials covered by this Limited Material Warranty and do not include, among other costs, costs of tear-off, dump fees, flashing, metal work, underlayment, related work or related materials or labor costs of any kind.
6. This Limited Material Warranty shall not be applicable for, and DaVinci will NOT compensate Owner, if upon inspection, DaVinci determines that damage to the Products or roof has resulted from anything other than an inherent manufacturing defect in the Products. Such other causes include, but are not limited to:
  - (a) improper installation of the Products or application not in strict accordance with DaVinci's Installation Instructions;
  - (b) improper storage or handling of the Products;
  - (c) impact of foreign objects or traffic on the roof;
  - (d) a product not furnished by DaVinci is used and fails, causing premature deterioration of the DaVinci Products;

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- (e) inadequate attic ventilation, or application of the Products directly to insulation or to an insulated deck. (Ventilation must meet at least FHA Minimum Property Standards.);
  - (f) Settlement, movement or defects in the building, walls, foundation or the roof base over which the Product was applied;
  - (g) deterioration or failure of building components, over which DaVinci has no control, occurs or causes damage. Such components include, but are not limited to, the roof deck, metal roof components, walls, mortar, machinery, HVAC units or other such items;
  - (h) damage resulting from natural disasters, including but not limited to, earthquakes, hurricanes, or tornadoes;
  - (i) acts of Nature, such as fire, hail, lightning, ice damming, or winds above 90 mph (confirmed by the National Weather Service);
  - (j) being subject at the time of installation to temperatures lower than 20 degrees Fahrenheit; or
  - (k) the Products are damaged by acts beyond DaVinci's control, including, but not limited to, negligence, accidents or misuse, as well as vandalism, civil disobedience, acts of terrorism or acts of war.
7. DaVinci warrants against blow-offs, but such warranty:
- (a) applies only to damage from winds up to 90 mph (confirmed by the National Weather Service). In no event shall DaVinci be liable for any loss or damage due to winds in excess of the specified 90 mph wind velocity;
  - (b) is conditioned upon application of the Products in strict accordance with DaVinci's Installation Instructions, including but not limited to, the use of approved fasteners and application at recommended exposures based on roof pitch; and
  - (c) shall apply only during the first ten (10) years after installation, and is limited to DaVinci's obligation to pay the reasonable cost of replacement shingles that have blown off and does not cover any labor or other costs.
8. DaVinci shall have no obligation under this Limited Material Warranty whatsoever unless all bills and charges for the Products have been paid in full.
9. This Limited Material Warranty may not be transferred or assigned, directly or indirectly, except for one transfer as follows:
- (a) The Second Owner must notify DaVinci in writing within 90 days after a property transfer from Owner has occurred for any coverage by this Limited Material Warranty to be transferred. To transfer this warranty to a Second Owner, the original Owner must send a certified letter requesting the transfer, along with a photocopy of this Limited Material Warranty. DaVinci will forward a new Limited Material Warranty to the Second Owner which establishes the amount of time already used under the previous Limited Material Warranty, and stipulates the remaining time available under the Limited Material Warranty.
  - (b) If the transfer takes place within the first ten years after the original application of the Products, the Second Owner shall be entitled to all benefits contained in this Limited Material Warranty.
  - (c) If the transfer takes place more than ten years after the original application of the Products, the length of this Limited Material Warranty shall be reduced to the two-year period after the ownership changes. During this two-year period, DaVinci's reimbursement to the Second Owner will be prorated as set forth above in Section 5, depending on the remaining time available under this Limited Material Warranty.
10. DaVinci's failure at any time to enforce any of these terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
11. Notwithstanding anything to the contrary herein, to the extent that any provision of this Limited Material Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or, if practicable, shall be deemed modified to the extent necessary to comply with such law, and the remaining portions of this Limited Material Warranty shall not be affected but shall continue in full force and effect.
12. **THIS LIMITED MATERIAL WARRANTY SUPERSEDES AND IS IN LIEU OF ANY AND ALL OTHER WARRANTIES AND REPRESENTATIONS, WHETHER ORAL OR IN WRITING. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS LIMITED MATERIAL WARRANTY EXCLUDES ALL OTHER WARRANTIES AND CONDITIONS, EXPRESSED OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE. NO REPRESENTATIVE OF DAVINCI HAS AUTHORITY TO MAKE ANY REPRESENTATIONS OR PROMISES EXCEPT AS STATED HEREIN. THIS EXCLUSION APPLIES WHETHER OR NOT THE PURPOSE OR USE HAS BEEN DISCLOSED TO DAVINCI IN SPECIFICATIONS OR OTHERWISE.**
13. **THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF DAVINCI SHAKE, DAVINCI SLATE AND DAVINCI BELLA SLATE PRODUCTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. DAVINCI SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO A BUILDING OR ITS CONTENTS, BUSINESS INTERRUPTION, LOSS OF USE OR REVENUE, COST OF CAPITAL OR LOSS OR DAMAGE TO PROPERTY OR EQUIPMENT, OR LOSS OF REPUTATION UNDER ANY THEORY OF LAW WHATSOEVER.**

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14. NO EMPLOYEE, AGENT, DEALER, OR OTHER PERSON IS AUTHORIZED TO GIVE ANY WARRANTY ON DAVINCI'S BEHALF NOR TO ASSUME FOR DAVINCI ANY OTHER LIABILITY IN CONNECTION WITH ANY PRODUCTS.
15. BUYER AND OWNER ASSUME ALL RESPONSIBILITY FOR ANY LOSS, DAMAGE OR INJURY TO PERSONS OR PROPERTY ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE USE OF THE PRODUCTS, EITHER ALONE OR IN COMBINATION WITH OTHER PRODUCTS. FURTHER, BUYER AND OWNER SHALL INDEMNIFY, DEFEND AND HOLD DAVINCI HARMLESS FROM ANY LIABILITY TO BUYER OR OWNER, THEIR EMPLOYEES, WORKERS, CONTRACTORS, OR ANY OTHER PERSON ARISING OUT OF BUYER'S OR OWNER'S, OR ANY OTHER PERSON'S USE OF THE PRODUCTS. ANY INSTRUCTION OR WARNING SUPPLIED BY DAVINCI SHALL BE PASSED ON TO THOSE PERSONS WHO USE THE PRODUCTS WHICH ARE TO BE USED ONLY IN THEIR RECOMMENDED APPLICATIONS.
16. NO WARRANTY IS GIVEN BY DAVINCI WITH RESPECT TO ANY PRODUCTS, GOODS, APPARATUS, INSTRUMENT, COMPONENT OR ACCESSORIES NOT PRODUCED BY DAVINCI.
17. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OF DAVINCI REGARDING THE PRODUCTS OR THEIR DELIVERY OTHER THAN THOSE REPRESENTATIONS STATED HEREIN.
18. ANY CLAIM FOR BREACH OF THIS WARRANTY SHALL BE DEEMED WAIVED UNLESS SUBMITTED TO DAVINCI IN WRITING WITHIN THIRTY DAYS FROM THE DATE OWNER DISCOVERS OR BY REASONABLE INSPECTION SHOULD HAVE DISCOVERED THE ALLEGED BREACH. ANY CAUSE OF ACTION FOR BREACH OF THE FOREGOING WARRANTY SHALL BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION HAS ACCRUED.