50-Year EcoStar Limited Material Warranty

Subject to the terms, conditions, and limitations stated below, **EcoStar LLC ("EcoStar")** warrants that **EcoStar's Products ("Products")** are free from manufacturing defects at the time of sale to the owner. EcoStar further warrants that, when properly installed in accordance with **EcoStar's Installation Guide**, the Products will be free from defects under normal use for a period of fifty (50) years from the date of receipt of the attached registration application or of the date of completion of installation, whichever is earlier. This Limited Material Warranty does not apply to materials not sold by EcoStar nor does it cover any labor costs or other elements of a construction project, 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, framing and ventilation; and other factors over which EcoStar has no control. This Limited Material Warranty describes the remedies in the event that the Products are found to be defective in material or manufacturing workmanship affecting performance during the stated warranty period. Any limited warranty does not assure that the covered products will in reality last the entire length of the stated warranty period. A "leak" does not constitute a defect under the terms of this warranty.

TERMS, CONDITIONS, LIMITATIONS

1. To file a claim under this Limited Material Warranty, the building owner ("Owner") must, within thirty (30) days of the discovery of a defect, send a written notification of the alleged defect together with a copy of this warranty and proof of purchase of the Products (the "Claim") to:

   EcoStar Technical and Warranty Services
   42 Edgewood Drive | Holland, New York 14080

2. EcoStar shall review the completed claim within a reasonable amount of time from receipt of the completed Claim. EcoStar may ask for samples of the Products and photographs showing the extent of the defect. The Owner, at its sole expense, is responsible for providing samples, and any other materials reasonably requested by EcoStar.. The Owner shall allow reasonable time for investigation by EcoStar and laboratory testing of the suspected defective Products. Any Claim for reimbursement of tiles which have been replaced prior to EcoStar's receipt of the Claim and an on-site inspection by EcoStar, shall be denied. If the investigation reveals manufacturing defects covered by this Limited Material Warranty, EcoStar will provide, within a reasonable period of time, a remedy in accordance with the conditions contained herein.

3. This Limited Material Warranty is the sole and exclusive remedy provided to the Owner with regard to the Products. In the event that any Product is found to contain defects which affect performance, EcoStar, at its sole option, shall either (i) supply new product only OR (ii) pay the reasonable cost for replacement Products, only, of a similar design. EcoStar's obligations hereunder shall be prorated as set forth in paragraph 4, below. Costs for labor, tear-off, disposal charges, flashing, metal work, underlayment, and other costs or materials incurred during repair or replacement of the roof are not covered by this Limited Material Warranty. This Limited Material Warranty is not transferable.

4. After the first year of this Limited Material Warranty, EcoStar will pay a percentage of the reasonable replacement cost of the Products, described above, which will be calculated by dividing the number of months remaining in the warranty period by the number of months in the original warranty period.

   This Warranty shall not cover any variations in sheen, gloss or color differences in any replacement Products. The Product will weather over time and EcoStar does not warrant that replacement Product will match any previously installed Product.

5. This Limited Material Warranty shall not be applicable if EcoStar determines that any of the following has occurred:

   a. The Products are damaged by natural disasters, including but not limited to, lightning, fire, hail, earthquakes, mudslides, tornados, derechos, and hurricanes; or

   b. The Products are damaged by acts of negligence, accidents or misuse, including, but not limited to, vandalism, civil disobedience, or acts of war; or

   c. Products or product not furnished by EcoStar are used and fail or cause failure in EcoStar Products; or

   d. Deterioration or failure of building components, including but not limited to, the roof deck, framing, metal roof components, walls, mortar, foundation, machinery, HVAC units, or other such items; or

   e. Deterioration or failure of the Products due to causes not related solely to the Products, including, but not limited to, defects or harmful substances in underlying materials; or

   f. Usage or spillage of material or substance not compatible with the Products, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Products and causes deterioration.

   g. The Products are damaged as a result of structural modifications to the building and/or roof after the installation of the Products; or

   h. The Products are damaged as a result of the installation or maintenance of equipment on the roof, including, but not limited to: fans, vents, air-conditioning equipment, satellite dishes, signs, decorative pieces, solar panels, sky-lights, water heaters, or water storage tanks; or

   i. The Products are damaged as a result of ice or snow damming on the roof, or snow sliding off the roof that may cause damage to EcoStar materials, non-EcoStar materials or persons or property; or

   j. The Products are damaged as a result of unusual or excessive heating sources, including, but not limited to, excessive heat resulting from furnaces, air conditioning units, and window reflection; or

   k. The Products are damaged as a result of persons accessing the roof; or

   l. The Products are damaged as a result of ash or smoke from chimneys; or

   m. The Products are damaged by insects, birds or other animals; or

   n. The Products are damaged by wind; or

   o. The Products were installed at a temperature lower than 45°F; or

   p. The Products have been installed over an improperly vented roof deck; or

   q. The Products have not been installed according to EcoStar Installation Guide.

6. This Warranty does not cover any and all claims resulting from color changes to the Products.

7. This Warranty shall be null and void if either of the following occurs:

   a. Failure of the Owner to use reasonable care in maintaining the EcoStar Products; or

   b. Owner fails to comply with all the terms or conditions stated herein.

8. EcoStar shall have no obligation under this Warranty unless all invoices and charges for the Products have been paid in full.

9. EcoStar's failure to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.

10. This Warranty supersedes and is in lieu of any and all other warranties and representations, whether oral or in writing. No representative of EcoStar has authority to make any representations or promises except as stated herein.

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. Written Manufacturer Warranty Arbitration Provision. All claims disputes between the Building Owner and EcoStar not resolved through the manufacturer's informal disputes settlement procedure set forth in this warranty, and not barred by applicable statutes of limitations or otherwise barred by law, resulting from or arising out of the design, manufacture, warranty, or repair of the Products, including but not limited to: the terms of the warranty, the terms of this arbitration agreement, and all clauses herein contained their breadth and scope, and any term, of any agreement contemporaneously entered into by the parties concerning any goods or services manufactured or provided by EcoStar; the condition of the Products; the representations, promises, undertakings, warranties or covenants made by EcoStar (if any); or otherwise dealing with the Products; will be submitted to binding arbitration pursuant to the American Arbitration Association Construction Industry Arbitration Rules and Mediation procedures in effect at the time the claim is filed. The arbitration shall be held in Buffalo, New York. In the event a court having jurisdiction finds any portion of the arbitration agreement unenforceable, that portion shall not be effective and the remainder of the agreement shall remain effective.

13. This warranty shall be interpreted in accordance with the substantive laws of the State of New York (but only to the extent not subject to pre-emption under federal law). Any dispute not subject to arbitration shall be heard in the federal or state courts located in Buffalo, New York.

The remedies stated herein are the sole and exclusive remedies for failure of the tiles. 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. Ecostar shall not be liable for any incidental, consequential or other damages including, but not limited to, loss of profits or damage to the building or its contents under any theory of law whatsoever.

SAMPLE

50-Year EcoStar Limited Material Warranty

The following steps must be followed to activate this warranty:

STEP 1: After the EcoStar products have been installed complete the necessary information on the back side of this document.

STEP 2: When all information has been completed and signed, separate the warranty from the registration information. Place the registration information in an envelope and send it to the following address within 30 days of installation:

EcoStar Technical and Warranty Services
42 Edgewood Drive | Holland, NY 14080

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE TILE 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. ECOSTAR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.

WARRANTY REGISTRATION FORM - ECOSTAR COPY

Complete all fields and return to EcoStar LLC.

LAST NAME _____ FIRST NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ E-MAIL _____

ROOFING CONTRACTOR _____ PROJECT MANAGER / CONTACT _____

CONTRACTOR ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ E-MAIL _____

PRODUCT INFORMATION

PROJECT TYPE: ☐ New Construction ☐ Tear-Off Re-Roof ☐ Residential ☐ Commercial ☐ Institutional ☐ Historic ☐ Religious

FIRE RATING: ☐ Class A ☐ Class C

PRODUCT:
- ☐ Traditional Slate
- ☐ Niagara Slate
- ☐ Traditional Shake
- ☐ Niagara Shake
- ☐ Aspen Blend Shake
- ☐ Concrete Flat Tile
- ☐ Island Groove Clay

Designer Series Slate:
- ☐ Chisel Point
- ☐ Beveled Edge
- ☐ Beaver Tail

TILE WIDTH:
- ☐ 10″
- ☐ 12″
- ☐ 14″
- ☐ 6″/9″/12″ Blend
- ☐ 7″/8″/9″/10″ Blend

EXPOSURE:
- ☐ 6″
- ☐ 7″
- ☐ 8″
- ☐ 9″
- ☐ 10″
- ☐ Staggered

COLOR(S):

Standard Colors:
- ☐ Black
- ☐ Cedar Brown
- ☐ Chestnut Brown
- ☐ Drifting Dunes
- ☐ Driftwood
- ☐ Earth Green
- ☐ Federal Gray
- ☐ Midnight Gray
- ☐ Mountain Plum
- ☐ Sage Green
- ☐ Sea Salt
- ☐ Smoke Gray
- ☐ Stone Red
- ☐ Terra Cotta
- ☐ Color Blend: _____
- ☐ Other: _____

PROJECT SIZE (in square feet): _____ Cool Color: ☐ Yes ☐ No

COLOR/BLEND DETAILS (if more than one color/product included, detail below):
i.e. Traditional Slate - 40% Black, 40% Midnight Gray, 20% Federal Gray

ECOSTAR ACCESSORIES:

Underlayments:
☐ Glacier Guard 100 ☐ WIP 100 ☐ Versashiled ☐ Aqua Guard
☐ Glacier Guard 300 ☐ WIP 300 ☐ US Ply

Other:
☐ EcoStar Fasteners ☐ Aesthetic Repair Kit
☐ EcoVent ☐ Universal Starter Row

PRINT NAME (Building Owner) _____ SIGNATURE _____ DATE (Job completed) _____

Must be signed by the building owner

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WARRANTY REGISTRATION FORM - OWNER COPY

Complete all fields and retain for your records.

LAST NAME _____ FIRST NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ E-MAIL _____

ROOFING CONTRACTOR _____ PROJECT MANAGER / CONTACT _____

CONTRACTOR ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE NUMBER _____ E-MAIL _____

PRODUCT INFORMATION

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- ☐ Niagara Slate
- ☐ Traditional Shake
- ☐ Niagara Shake
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