

ONDUVILLA by ONDULINE NORTH AMERICA, INC. Corrugated Shingle and Accessory Limited Lifetime Warranty

Thank you for choosing the ONDUVILLA Roofing System. This is an interim Warranty and expires 120 days from the date of installation (the “Interim Warranty Period”) unless extended in accordance with the terms of this warranty. It is the Installers or Owners responsibility to register for any extended warranty within the 15 days of installation by registering the Property, arranging applicable inspections and remitting required photos and warranty fees in accordance with this Warranty.

This document summarizes the terms applicable to ONDUVILLA’s Standard Lifetime Limited Warranty and the terms of the Square Deal Limited Lifetime Warranty and the Fair and Square Limited Lifetime Warranty which are enhanced warranties. Each of the foregoing is referred to herein, as applicable, as a “Warranty”.

**MATERIAL WARRANTY**

Corrugated shingles and roofing accessories sold under the product name ONDUVILLA (the “Products”) are warranted by Onduline North America Inc. (“Onduline”) to the Owner (as defined below) to be free from manufacturing defects in workmanship or material that adversely affects the performance of the Products or results in leaks impacting the building or substructure to which the Products are attached (the “Property”) during the Warranty Period (as defined below). Fading, discoloration or any variations in color of shingles or accessories does not constitute a failure of the roofing system or a warranty claim as it does not affect the performance of the Product.

“Installer” shall mean the person that installed the roofing shingles, which in the case of the Square Deal Limited Lifetime Warranty must be a class A licensed roofing contractor, and in the case of the Fair and Square Limited Lifetime Warranty, must be an ONDUVILLA certified “Cut No Corners” factory trained installer.

“Owner” shall mean the person or entity owning a Property when the Products are installed or the next subsequent purchaser if the owner at the time of installation of the Products merely holds the Property for sale or the property changes ownership within

5 years of installation and the warranty is transferred properly. See *Transferability section below*.

“Lifetime” means the time that the original Owner or the second Owner (so long as the transfer criteria are properly met,) owns the single family detached residence on which the shingles were installed. For any other type of building be it multi-use, commercial, apartment/townhouse, schools, or any structure that is not a single family detached residence, Lifetime means a period of 30 years from the date of installation.

The “Warranty Period” shall mean:

- (a) The Interim Warranty Period (following the expiration of which the Owner shall be covered by Onduline’s Standard Limited Lifetime Warranty); or
- (b) For an Owner that is an individual or a sole proprietorship and has registered for a warranty, the period equal to the Lifetime; or
- (c) For an Owner that is NOT an individual or sole proprietorship and has registered for a warranty, the lesser of 30 years from date of installation, or the Lifetime.

**TRANSFERABILITY**

The **Square Deal** and **Fair and Square** Warranties may only be transferred one time and are the only types of Warranty that may transferred. The new Owner must notify Onduline in writing within 60 days of taking ownership of such Property. The new Owner will be entitled to the same protection the original owner was entitled to so long as the transfer is within the first 10 year period. If said transfer takes place after that period the coverage will be reduced to a 2 year warranty to be free from manufacturing defects in workmanship and material. Any replacement during that 2 years will be reduced to reflect the use already received from the original Products. Other than this single transfer no Warranty may assigned or transferred in any way, directly or indirectly.

**PRODUCT REPLACEMENT**

Subject to the conditions set forth

below, in the event that the Products or any portion thereof is found to be defective in workmanship or materials, upon presentation of the Warranty Certificate or proof of purchase, as applicable, Onduline will exchange new Product for defective Product in accordance with the terms of the applicable Warranty. Any such replacement Product shall be warranted only for the balance of any period applicable to the Products originally purchased.

**WIND SPEED WARRANTY**

WARRANTY TYPE	WIND SPEED COVERAGE <i>With no special install instructions (mph / km/h)</i>
Standard	110 mph / 177 km/h
Square Deal	<b>150 mph / 241 km/h</b>
Fair and Square	<b>150 mph / 241 km/h</b>

Since ONDUVILLA does not require time or temperature to correctly seal, wind warranty is effective immediately upon installation and remains in effect for the Lifetime of the roofing system and is prorated on the same schedule as the level of Warranty that applies to that roof. Wind speed Warranty is for ONDUVILLA shingles and roofing accessories installed with ONDUVILLA 2.87” screws only and does not cover deck or framing failures. In the event the deck or framing or any other part of the roofing system fails the wind warranty will be voided.

**STANDARD LIMITED LIFETIME WARRANTY**

For the first two years from the date of installation, Onduline will furnish replacement material for 100% of the defective Product. After 2 years, Onduline will either provide Owner with replacement Product or reimburse the reasonable cost of replacement Products at Onduline’s discretion. After 2 years the amount of replacement Products or the reimbursement will be reduced to reflect the use already received from the original Products, according to Figure 3:1. After 30, years Onduline’s responsibility will be 20%. Onduline will not pay for tear off and disposal under the Standard Lifetime Warranty.

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### **SQUARE DEAL LIMITED LIFETIME WARRANTY**

If a licensed Class A contractor installs the Product, and has a license in good standing with the Contractors Board at the time of the installation and has maintained that good standing continuously until the time of the claim, that Product shall then be qualified for the Square Deal Limited Lifetime Warranty. For the first ten years from the date of installation, Onduline will furnish replacement material for 100% of the defective Product and reasonable cost for labor. After 10 years, Onduline will either provide Owner with replacement Product or reimburse the reasonable cost of replacement Products at Onduline's discretion. After 10 years the amount of replacement Products or the reimbursement will be reduced to reflect the use already received from the original Products, according to Figure 3:1. After 30 years and greater Onduline's responsibility will be 20%. Onduline will not pay for tear off and disposal under the Square Deal Limited Lifetime Warranty.

### **FAIR AND SQUARE LIMITED LIFETIME WARRANTY**

This Warranty is only available if the Products are installed by an Onduline "Cut No Corners" factory trained installer. If the Installer or Owner registers, then for the first fifteen years from the date of installation, Onduline will (i) furnish replacement material for 100% of the defective Product and reasonable cost for labor including tear off and disposal and (ii) as provide factory inspections at completion of installation and provide an additional 15 year warranty on the workmanship of the installation. After 15 years, Onduline will either provide Owner with replacement Product or reimburse the reasonable cost of replacement Products at Onduline's discretion and the amount of replacement Products or the reimbursement will be reduced to reflect the use already received from the original Products, according to Figure 3:1. After 30 years, Onduline's responsibility will be 20% of the cost of replacement Products. Onduline

will not pay for tear off and disposal after 15 years.

### **VOIDING OF THE WARRANTY**

Each Warranty shall be void if any of the following conditions exist:

- 1) Any defect in the Product resulted from :
  - (a) any failure or defect in the building or substructure to which the Products are attached including but not limited to, improper design of the structure, actual installation error, settling, shifting, distorting, or movement of the walls or foundation of the structure.
  - (b) extraordinary wear and tear including but not limited to traffic on the roof or impact of falling objects, acts of god such as lightning, hurricane, tornado, or hail, mold, moss, algae, fungus, lichen, acid rain, contaminants both organic and synthetic, misuse, neglect or improper storage of handling of the Products before during or after the installation.
  - (c) Moisture accumulation caused by contact with damp or wet insulation or other absorbent materials.
  - (d) Improper or insufficient ventilation.
  - (e) Fading or weathering of ONDUVILLA's painted surface, shading variations in the color or discoloration including that caused by organic and inorganic materials on the roof.
  - (f) Foot traffic on the roof or damage caused by objects such as tree branches, etc. falling on the roof.
  - (g) The alteration of the Products without the prior written consent of Onduline, or failure to install in accordance with current installation instructions.
- 2) The surface coating is not maintained so as to completely cover the Products throughout the life of the Warranty.
- 3) The Owner fails to supply Onduline with samples and photographs of the allegedly defective Products which Onduline deems sufficient to illustrate the damage or the Owner removes the Products before it has given Onduline a reasonable opportunity to examine the Products.
- 4) The Products are installed outside North America.

### **HOW TO REGISTER FOR THE STANDARD OR SQUARE DEAL**

### **LIMITED LIFE TIME WARRANTIES**

In order to obtain a Warranty Certificate evidencing the applicable Warranty, the Installer or Owner must:

- 1) Within 15 days of the completion of installation of the Products send to Onduline:
  - a) The attached registration certificate.
  - b) Proof of purchase of the Products.

2) In order to obtain the Fair and Square Limited Lifetime Warranty, the installer must complete above steps and arrange for Onduline to inspect the installed Products within 120 days of the date of installation.

Upon completion of the above steps the Installer or Owner will receive a Warranty Certificate.

In the event that no warranty is registered, the Owner will be entitled to the standards set forth in the Standard Limited Lifetime Warranty.

### **HOW TO MAKE A WARRANTY CLAIM**

You must submit any claims under the applicable warranty in writing prior to the expiration of the Warranty Period together with a copy of the Warranty Certificate or, in the case of the Standard Limited Lifetime Warranty, proof of purchase to Onduline North America Inc. Customer Services, 4900 Ondura Drive, Fredericksburg VA 22407. Phone 1-800-777-7663.

### **DISCLAIMER**

Under each Warranty the Products are only warranted to be free from defects in workmanship and material. ONDULINE MAKES NO OTHER WARRANTY OF ANY KIND EXPRESS OR IMPLIED. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WHICH EXCEED THE OBLIGATIONS SET FORTH IN THIS WARRANTY ARE HEREBY DISCLAIMED BY ONDULINE. The Products are provided by Onduline only on the terms set forth herein and any alternative or conflicting term in any purchase order, confirmation or other acceptance delivered by an Owner or Installer are hereby rejected. No representative, employee, distributor or dealer of Onduline has the authority to make or imply any representation, promise or agreement which in any way varies

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the terms of this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not apply to you.

**SOLE REMEDY**

Onduline’s only liability under this limited Warranty or in any action based upon this warranty, contract, negligence (of Onduline, its agents or employees), strict product liability or otherwise, is limited to the repair or replacement, at Onduline’s option, of Products that Onduline deems defective. The Owner and Onduline expressly agree that the remedy of repair or replacement of the defective Products is the exclusive and sole remedy available from Onduline.

**NO CONSEQUENTIAL DAMAGES**

ONDULINE’S LIABILITY TO AN OWNER WHOM THIS WARRANTY EXTENDS SHALL NOT EXCEED ONDULINE’S SALE PRICE FOR THE PRODUCTS AND ALLOWANCES AS SET OUT ABOVE. ONDULINE SHALL NOT BE LIABLE FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY FAILURE OR DEFECT IN THE PRODUCTS, INCLUDING BUT NOT LIMITED TO LOSS OF ANY REVENUE OR OTHER ECONOMIC LOSS. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. If any portion of this document shall be held ineffective or void, for any reason, the remainder shall remain in effect.

**GOVERNING LAW**

This Warranty shall be interpreted under Virginia law and any legal action relating to the warranty shall be brought only in Virginia courts. This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

**Figure 3:1 Amortization Schedule for ONDUVILLA Warranties**

Warranty Level	Warranty Years and Amount of Coverage							
	0-2	3-5	5-10	10-15	15-20	20-25	25-30	30+
Standard Lifetime	100%	80%	70%	60%	50%	40%	30%	20%
Square Deal	100%	100%	100%	80%	60%	40%	30%	20%
Fair and Square	100%	100%	100%	100%	90%	60%	30%	20%

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**REGISTRATION CERTIFICATE**

OWNER: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Cell: \_\_\_\_\_

Type of Structure (circle one) HOME COMMERCIAL FARM OTHER: \_\_\_\_\_

**CONTRACTOR SECTION**

NAME: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ ST: \_\_\_\_\_ Zip: \_\_\_\_\_

Date of Purchase: \_\_\_\_\_ Date of Install: \_\_\_\_\_

Number of Shingles Installed: \_\_\_\_\_ Color: \_\_\_\_\_

New or Re-Roof: \_\_\_\_\_ Building Use: \_\_\_\_\_

How did you learn about ONDUVILLA (circle one) NEWSPAPER TV MAGAZINE FRIEND OTHER: \_\_\_\_\_

Billing Address (if different from above) \_\_\_\_\_

Comments: \_\_\_\_\_