



## Limited Warranty & Certificate of Warranty

QUARRIX BUILDING PRODUCTS (“QUARRIX”), WARRANTS TO THE OWNER OF THE BUILDING AT THE TIME Composite Roofing Tile (“Quarrix Products”) WERE ORIGINALLY INSTALLED (“Owner”), ONLY THAT the Quarrix Products will be free from manufacturing defects so as to not rot, split, splinter or suffer structural damage from normal weather conditions and termite or fungal decay when subject to normal use for a period of fifty (50) years from the date of original purchase or will not blow off or otherwise become damaged by winds less than eighty (80) miles per hour for a period of ten (10) years from the date of original purchase.

QUARRIX’S LIABILITY UNDER THIS WARRANTY IS LIMITED SOLELY TO REPLACEMENT OF DEFECTIVE QUARRIX PRODUCTS. OR, AT QUARRIX’S OPTION, REFUND OF ORIGINAL PURCHASE PRICE OR REASONABLE REPLACEMENT COST (as defined hereinafter). Owner’s sole and exclusive remedy for any claim whatsoever, whether in contract, warranty, tort, strict liability, or otherwise arising out of the use, storage or possession of Quarrix Products, including without limitation any claim that Quarrix Products failed to perform as warranted, shall be replacement with substitute Quarrix Products or refund of the original purchase price. To obtain replacement or refund, the Owner must have returned a copy of this certificate within thirty (30) days of installation and must submit a claim within thirty (30) days of the discovered defect together with this warranty certificate, the original purchase invoice indicating the date of purchase, pictures, a sample of the defective Quarrix Products, and a detailed description of the defect to Quarrix for settlement at Quarrix Building Products, 705 Pennsylvania Ave. S, Minneapolis, MN 55426.

THIS WARRANTY SHALL NOT APPLY TO QUARRIX PRODUCTS THAT HAVE NOT BEEN INSTALLED IN ACCORDANCE WITH MANUFACTURER’S GUIDELINES AND ALL APPLICABLE BUILDING OR SAFETY CODES OR HAVE NOT BEEN PAID IN FULL. This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond Quarrix’s control, including but not limited to: (i) natural disasters, hail over 1.0” in diameter, fire, smoke, chemicals, earthquakes, lightning or static electricity, (ii) falling, thrown or blown objects, (iii) the neglect, abuse, misuse (including faulty installation, repair or maintenance), improper transportation, handling or storage of the Quarrix Products or other failure to comply with the instructions set forth in the documentation and/or manual accompanying the Quarrix Products, (iv) a modification of the Quarrix Products not provided by Quarrix, (v) a malfunction of any product not provided by Quarrix with which the Quarrix Products are used or combined, (vi) use, modification or other treatment of the Quarrix Products in a manner for which it was not designed or intended, (vii) defects or damage due to inferior building practices, ventilation, drainage issues or roof slopes inconsistent with snow and ice control, (viii) replacement under or subjection to abnormal use conditions, (ix) normal wear and tear including the natural effects of progressive aging on the color and surface of the tile, (x) discoloration and variations in color or uniformity caused by weathering and/or UV exposure, staining due to shade or sap, ash or proximity to metals that might cause discoloration; (xi) foot traffic, (xii) vandalism or other malicious actions, or (xiii) Quarrix Products blown off by winds in excess of 80 mph. This warranty does not cover product defects on installed roofs where such defects were apparent at or prior to installation.

After ten (10) years from the original purchase date, however, if Quarrix chooses to pay Reasonable Replacement Cost of the affected products, the amount Quarrix may pay will be reduced by the amount of usage the Owner has received of affected products. Thus, Quarrix will pay a percentage of the Original Purchase Price of the affected products. The percentage will be determined by dividing the number of months remaining in the warranty by 600 (the number of months in the original warranty period). This percentage will be multiplied times the ORIGINAL PURCHASE PRICE for the affected product. NOTE: Reasonable Replacement Costs covered by this Limited Warranty do not include costs to tear-off, dump fees, flashing, metal work, underlayment related work or related materials, or any labor associated with any replacement.

QUARRIX’S WARRANTY SHALL APPLY ONLY TO THE QUARRIX PRODUCTS. IN NO EVENT SHALL QUARRIX BE LIABLE FOR TRANSPORTATION, LABOR OR OTHER EXPENSES INCURRED BY THE OWNER, OR SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER BASED UPON WARRANTY, CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE. QUARRIX’S LIABILITY ARISING OUT OF THE MANUFACTURE, SALE OR SUPPLY OF THE QUARRIX PRODUCTS OR THEIR USE SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE. THIS WARRANTY MAY BE TRANSFERRED ONE TIME TO NEW OWNER OF THE STRUCTURE WITHIN SEVEN (7) YEARS OF THE DATE OF ORIGINAL INSTALLATION. To do so, the original Owner must send a certified letter requesting the transfer, along with a photocopy of the original warranty or purchase contract, and provide the name, address and purchase date of the new Owner to Quarrix Building Products, 705 Pennsylvania Ave. S, Minneapolis, MN 55426, who will return a warranty to the new Owner.

OWNER IS SOLELY RESPONSIBLE FOR DETERMINING THE SUITABILITY OF USE OR APPLICATION OF ANY QUARRIX PRODUCT, OR WHETHER QUARRIX PRODUCTS MEET REQUIREMENTS OF APPLICABLE BUILDING CODES OR SAFETY CODES FOR SPECIFIC APPLICATIONS.

No person or entity is authorized by Quarrix to make, and Quarrix shall not be bound by, any statement or representation as to the performance of Quarrix Products other than what is contained in this warranty. This warranty shall not be amended or altered except in a written instrument signed by Quarrix and Owner.

THE FOREGOING WARRANTY IS EXCLUSIVE AND IN LIEU OF ANY OTHER WARRANTIES WITH RESPECT TO QUARRIX PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

Laws from time to time in force in certain jurisdictions may imply warranties that cannot be excluded or can only be excluded to a limited extent. This warranty shall be read and constructed subject to any such statutory provisions. This warranty gives you specific legal rights. You may have other rights, which vary from state to state.