



## **Lifetime Limited Warranty** **130 Mile Per Hour Wind Speed, Hail Stone Warranty**

Tefute USA, Inc. (hereafter referred to as "the Company") hereby extends lifetime limited warranty (defined as "50" "Fifty years") to the original property owner purchaser ("Buyer") that purchase the Company's Stone Coated Metal Roofing Products. During Buyer's lifetime, each Company Stone Coated Metal Roofing Product(s) will:

- Withstand wind velocities up to 130 miles per hour;
- Resist hail (Two inches diameter) damage. Company Stone Coated Metal Roofing Products will not tear, fracture, crack, split, rupture, crazing or evidence of opening through any prepared roof covering layer at any of the impact location for the purpose of this Lifetime Limited Warranty.

**LIMITATION OF LIABILITY:** In the event the Company Stone Coated Metal Roofing Products fail to meet the standard set forth above, the Company shall at its sole discretion to either repair or replace the defective Company's Stone Coated Metal Roofing Product, including materials of equal or equivalent products and labor, during the first twenty (20) years after installation. For years 21-40, the Company will be liable for reasonable cost of materials only for replacement of stone coated metal products. For years 41 and beyond, the Company's contribution under this Limited Liability Warranty will be fixed at 20% of the reasonable replacement cost of materials only for defective Company's Products. The Company will attempt to replace defective Company's Products with the same color or design. However, color variations may exist at the time defect occurs and the Company may discontinue or change the design or color of a particular product profile. The Company reserves the right to replace the defective Company's Product with a Product of similar profile and color. **THIS IS THE SOLE AND EXCLUSIVE REMEDY UNDER THIS LIFETIME LIMITED WARRANTY, AND IN NO EVENT SHALL THE COMPANY HAVE ANY LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, ECONOMICAL, INDIRECT, AND PUNITIVE DAMAGES OR LOSSES OF ANY KIND OR WHATSOEVER. THERE SHALL BE NO IMPLIED WARRANTIES OF ANY KIND OR FOR ANY PURPOSE BEYOND THE TERM OF THIS LIFETIME LIMITED WARRANTY OR BEYOND THE TERM PRESCRIBED BY THE LOCAL, STATE, AND FEDERAL LAWS.**

**REGISTRATION AND TRANSFERABILITY:** The Buyer must register the Warranty within ninety (90) days for the date of Company's Product(s) installation. After the Buyer registered the Warranty, this Lifetime Limited Warranty transfers one time to a subsequent property owner during the first twenty (20) years after the Company's Product(s) initial installation, which will then become a materials only limited warranty for years 21-60. There will be no further transfer of this Lifetime Limited Warranty.

### **TERMS AND CONDITIONS:**

1. Detailed defective description of Company's Stone Coated Metal Roofing Products must be notified to the Company in writing, including the name and address of the owner of the defective Company's Stone Coated Metal Roofing Products.
2. For this Lifetime Limited Warranty, the Company shall not be liable for any damages to the Company's Products or any other property because of any reason other than the specific defects as defined above in this Lifetime Limited Warranty.
3. This Lifetime Limited Warranty does not cover causes include, but are not necessarily limited to (a) damage caused by defects in the structure on which Company's Product is installed; (b) damage results from abusive foot traffic not complying with the instructions from the Company's installation procedure(s); (c) damage caused by modification of any kind, liquid, and or coating materials; (d) damage caused by installation not in accordance with the Company's installation instructions, misuse, neglect, or improper handling during or after installation; (d) damages caused by fungus, mold, lichen or algae, mold growth or other contaminants.
4. This Lifetime Limited Warranty covers only the Stone Coated Metal Roofing Products sold by the Company. Distributors and installers of Company Stone Coated Metal Roofing Products are not authorized to extend or modify the terms and conditions of this Lifetime Limited Warranty.
5. This Lifetime Limited Warranty is the only warranty given by the Company with respect to the Company's Stone Coated Metal Roofing Products. Distributors and installers of Company's Stone Coated Metal Roofing Products are not authorized to extend or modify the terms of this Lifetime Limited Warranty in any manner.