

# LIFETIME LIMITED NON-PRORATED TRANSFERABLE WARRANTY

## Warranty Coverage

Future Roof® Inc. (the "Company") extends a lifetime limited manufacturer's warranty to the individual residential purchaser ("Purchaser"), or in the case of an organization, including but not limited to corporations, unincorporated associations, churches, governments or public entities, a 50 (fifty) year limited warranty, subject to the limitations herein, for Future Roof® roofing panels, tile, shake, shingle, slate and trims (for both the Kynar 500 / Hylar 5000 coated steel and aluminum substrates) (the "Product") and warrants that the Product: is free from manufacturing defects that would materially affect their performance; will not allow the passage of water through the Product; will not burn or support combustion; will not perforate due to hail under UL2218 Class 4 and will resist wind-driven rain up to 110 mph in accordance with published ICC Evaluation Reports\* (the "Warranty").

## Limitations

If the Product is defective such that it materially affects its performance, the Company will, at its option, repair, replace or refinish the defective Product subject to the terms and conditions and limitations contained in this Warranty. The Company's liability shall be limited to an amount not to exceed the Company's sale price of the Product at the time of sale to the Purchaser.

## Transfer

The Transfer of this Warranty is limited to 1 transfer from the Purchaser to the subsequent individual owner, provided the transfer is within twelve (12) years from the date of purchase. Organizations can not transfer this warranty. It is the responsibility of the subsequent owner to provide the Company with written notice of the transfer within thirty (30) days of the change of ownership. In the event the Company is not notified of the transfer, the Company reserves the right to void the warranty. The Company will extend this limited warranty to the new owner for fifty (50) years from the date of purchase subject to the terms and conditions and limitations contained in this Warranty.

## Exclusions

This Warranty extends to the Product only. This Warranty does not extend to the installation of the Product. The Purchaser is advised to obtain a separate labor warranty from the party installing the Product.

This warranty does not cover damages of any kind resulting from Product failure(s) due to: inadequate or improper venting or insulation, including vapor barriers; accidental or intentional damage; fire; flood; lightning; hurricane force winds; hail damage (not including perforation due to hail under UL2218 Class 4); improper or faulty installation; earthquake or other "Acts of God"; settlement of the building; failure of the building; failure or deterioration of the structure (including, but not limited to foundation, walls, rafters or trusses, sheathing, chimneys, vent pipes or skylights); pre-existing conditions, including but not limited to mold or other toxins; neglect; improper care, including but not limited to the use of high pressure washing systems; surface discoloration due to air pollution; minor color variation; exposure to harmful chemicals; damage due to use of accessories that cause a galvanic reaction; normal weathering of the roofing surface; use of accessories, including fasteners, that do not properly receive or secure the Product; damage caused by attaching a television antenna, solar heating system or other item to the Product; failures, leaks or consequential damages caused by application of the Product into building components or any other causes beyond the control of Future Roof® Inc.

The warranty shall not apply if paint, varnish, enamel or any other compound has been applied to the Product.

## 30-Year Coating Warranty

The Kynar® 500 / Hylar® 5000 coating ("Coating") on the Product is warranted to the Purchaser for a period of thirty (30) years from the date of purchase against chipping, material color change and chalking, beyond what is to be considered to be normal weathering and subject to the limitations contained in this warranty ("Coating Warranty").

The Company will determine at its sole discretion whether the Coating is defective, in accordance with the following standards:

- a. Chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedures specified in ASTM D659-80; or
- b. Change in color in excess of five (5) E units (NBS) calculated in accordance with ASTM D2244-85, paragraph 6.3. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or color changes may not be uniform if the surfaces are not equally exposed to the sun and elements.

As color variations will exist between Product runs and Product design may change, should it be determined that the Coating is defective under the terms of this Warranty, the Company reserves the right to replace the defective panel with a panel of similar design. This Coating Warranty shall not apply where: the steel-based Product is installed within 500 yards of a body of salt water or where the deterioration of the Product or Coating is caused by staining or discoloration from corrosive factors, including but not limited to, window screens, metal gutters, lime-based products, chemically impregnated atmospheric conditions, metal flashing or foliage.

## Warranty Claims and Inquiries

Warranty claims or inquiries must be submitted in writing by registered mail within ten (10) days of the discovery of the defect, to: Future Roof® Inc., Attention: Warranty Claims, 9969 River Way, Delta, British Columbia, V4G 1M8 Canada. The claim must include the current owner(s)'s name, address and telephone numbers, proof of purchase, the date of purchase, the nature of the defect and the date the defect was first noticed. Future Roof® recommends that photographs are included with any warranty claim but will not return same to owner. Future Roof® will respond to your claim or inquiry within 3-4 weeks of receipt of your letter.

## Remedies

Remedy of all warranty claims will be the exclusive domain of the Company.

The Company's liability shall be limited to an amount not to exceed the Company's sale price of the Product at the time of sale to the Purchaser.

The Company reserves the right to discontinue or modify any of the Products without notice to the Purchaser and shall not be liable to the Purchaser as a result of each discontinuance or modification. If Company replaces, repairs or refinishes any Product under this Warranty, it may substitute products of similar design that are, in the Company's sole discretion, of comparable quality or price. The replacement, repair or refinishing of any Product shall not extend the terms of this Warranty.

## General

The Company shall not be liable for any incidental, special or consequential damages of any kind, including any damage to the property, its contents or any person therein even where the Company was aware of the potential for such damages or put on notice that those damages could occur.

Some states/provinces/territories do not allow limitations on how long an implied warranty lasts or the exclusion of limitation of incidental or consequential damages so the above limitations may not apply to you.

If any provisions of this limited warranty are held to be invalid by a competent jurisdiction, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

This warranty gives you specific legal rights and you have other rights, which may vary from state/province/territory to state/province/territory.

This warranty is expressly in lieu of any guarantee and/or warranties, oral or written, express or implied (such as those made by agents, dealer contractors, distributors or installer) as except as set forth in this warranty.

This warranty is extended to the Purchaser and is personal to the Purchaser only. All warranty claims must be settled between the Company and the Purchaser.

This warranty is for materials purchased and installed within [the United States of America and Canada](#) only. This warranty shall be deemed to have been made, executed and delivered in Canada and shall be governed by and enforced in accordance with the laws of Canada and the Province of British Columbia. Any disputes arising under or pursuant to the matters contemplated by this warranty, at Future Roof Inc.'s election, shall be resolved by arbitration or legal process in Canada and the Province of British Columbia, and the authorities and Courts of Canada, Province of British Columbia, shall have exclusive jurisdiction over any such disputes, especially with respect to matters of validity, execution, interpretation, enforcement or compliance. The parties hereby consent to service, jurisdiction and venue of such authorities and courts and waive any other venue to which they might be entitled by virtue of domicile, habitual residence or otherwise. The Purchaser agrees that any finding made by a Canadian court or arbitrator pursuant to this section shall be given full faith and recognition in its resident country or in any other non-Canadian jurisdiction.

This warranty shall not be modified or extended and no person is authorized to change this Warranty in any way or grant any other Warranty for the Product. This is the only written warranty provided by the Company.

The warranty is conditional upon the Purchaser making payment in full without discount or withholding.

\* ICC Evaluation Reports Shingle and Slate ICC ER-4479, Tile ICC ER-5447, Shake ICC ER-1790

Please keep this warranty for your records, along with your contract and proof of payment  
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