

THIS WARRANTY INCLUDES LIMITATIONS ON ITS TRANSFERABILITY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

## WHO IS COVERED

Alpha ProTech Engineered Products, Inc. ("Alpha ProTech EP") provides this limited warranty to the original homeowner, which is defined as the first owner of a single-family detached home in which one or more of Alpha ProTech EP's product(s) have been installed. This warranty does not apply to any distributor, retailer, installer, contractor or anyone else. This warranty also does not apply to any subsequent purchasers of a home from the original homeowner. To qualify for this warranty, the property must be located within the United States and the other conditions set forth in this Limited Warranty must be satisfied.

## TRANSFERABILITY

This warranty is non-transferrable and may not be transferred to any subsequent purchaser(s) of the home in or on which Alpha ProTech EP's product(s) are installed.

## HOW LONG ARE YOU COVERED

For all property types, the warranty period for this Alpha ProTech EP product will be 5 years from the original installation date.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE, ARE EXCLUDED AND DISCLAIMED. IN THE EVENT YOU LIVE IN A STATE WHERE IMPLIED WARRANTIES CANNOT BE DISCLAIMED, SUCH IMPLIED WARRANTY OR WARRANTIES ARE LIMITED IN DURATION TO THE COVERAGE PERIODS PROVIDED HEREIN, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW, IN WHICH CASE THE SHORTEST PERIOD THAT IS LAWFUL SHALL APPLY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

If any of Alpha ProTech EP's products are repaired or replaced pursuant to this warranty, the warranty period will nonetheless run from the original date of purchase and not from the repair or replacement date(s).

## WHAT IS COVERED

We warrant this roofing product will be free from manufacturing defects that affect its ability to shed water for the applicable warranty period.

## WHAT IS NOT COVERED

- Acts of God, such as hail, storms and tree damage.
- Damage to or failure because of degraded roof deck.
- Failure by the homeowner to perform routine maintenance and/or replacement of roof.
- Foot traffic on your roof or damage caused by objects falling on your roof.
- Damage caused during transportation of the product to the building site.
- Leaks on Alpha ProTech EP's product(s) caused by fasteners (Excluding Self-Adhered).
- Inadequate roof drainage or attic ventilation.
- Settling of the underlying property or deck buckling or cracking due to home settlement.
- Leaks caused by pre-existing conditions, structural failures or damaged area(s) on or near the roof that are not part of the Roofing System such as chimneys, plumbing ventilation or skylights.
- Damage caused by alterations made after completion of the roof application, including but not limited to, structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or any other modifications.
- Any damage due to debris, resins or drippings from foliage.
- Damages caused by, or the cost to repair, any products not manufactured by Alpha ProTech EP
- Improper or faulty installation.
- Application on roof slopes less than a 2:12 pitch.
- Re-roof over existing underlayment.
- Product is exposed to UV after roof cladding installation.
- Product has been installed and left uncovered without roof cladding for more than 180 days.
- Any costs that you incur which are not authorized in advance by Alpha ProTech EP.

# TECHNOPLUS® ICE & WATER LIMITED WARRANTY

## Continued

### WHAT IS YOUR REMEDY

In the event of a manufacturing defect, Alpha ProTech EP will, at its discretion, either repair or replace the product (excluding labor), instead of compensating the homeowner directly. Alpha ProTech EP shall have the right to choose and retain those contractors or subcontractors who, in Alpha ProTech EP's discretion, are qualified to perform the repair or replacement installation, as appropriate.

### COMPENSATION

Under the terms of this warranty, the manner of compensation is at Alpha ProTech EP's sole discretion and may be issued in the form of cash payment and/or material credit to an existing supplier. All costs must be pre-approved by Alpha ProTech Engineered Products, Inc. and shall not exceed the purchase price paid for the product, prorated from date of purchase to the date of discovery of the defect.

### CLAIMS PROCESS

All claims under this warranty must be submitted within 60 days after you discover a problem with the product at issue, and you must provide proof of purchase and/or proof of installation. To fully evaluate your claim, we will ask you to provide, at your expense, pictures and products samples for us to test. You must do so to be eligible to make a claim under this warranty. To make a claim, please call us at 866-312-1837. All samples shall be sent to Alpha ProTech Engineered Products, Inc. c/o Warranty Claims, 301 S. Blanchard Street, Valdosta, Georgia, 31601. Any repairs or replacements made before a determination is made on your claim may result in its denial and/or you being responsible for the costs of the repairs or replacement. Failure to properly notify Alpha ProTech Engineered Products, Inc. of a defect, and/or unauthorized repairs or alterations, and/or misuse or misapplication of product will void this warranty completely.

### NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified, unless made in writing and signed by an officer of Alpha ProTech Engineered Products, Inc. This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

### MANDATORY ARBITRATION

ALPHA PROTECH ENGINEERED PRODUCTS, INC. AND YOU AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO ANY DEFECTS IN ALPHA PROTECH ENGINEERED PRODUCTS, INC.'S PRODUCTS AND/OR THIS WARRANTY. THIS WARRANTY EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND TO THE OTHER, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE ("NOTICE"). THE NOTICE TO ALPHA PROTECH ENGINEERED PRODUCTS, INC. SHOULD BE ADDRESSED TO: ALPHA PROTECH ENGINEERED PRODUCTS, INC. C/O WARRANTY CLAIMS, 301 S. BLANCHARD STREET, VALDOSTA, GEORGIA, 31601. ("ARBITRATION NOTICE ADDRESS"). THE NOTICE MUST (A) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE AND (B) SET FORTH THE SPECIFIC RELIEF SOUGHT ("DEMAND"). IF THE PARTIES DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER NOTICE IS RECEIVED, YOU OR ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAY COMMENCE AN ARBITRATION PROCEEDING. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE, INCLUDING THE SCOPE OF THIS ARBITRATION CLAUSE, BUT THE ARBITRATOR IS BOUND BY THE TERMS OF THIS WARRANTY. THE ARBITRATION SHALL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "AAA RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS WARRANTY, AND SHALL BE ADMINISTERED BY THE AAA.

YOU AND ALPHA PROTECH ENGINEERED PRODUCTS, INC. WAIVE THE RIGHT TO A TRIAL BY JURY.

YOU AND ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

YOU ALSO AGREE THAT AN ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

# TECHNOPLUS<sup>®</sup> ICE & WATER LIMITED WARRANTY

## Continued

### GOVERNING LAW

This warranty and all disputes arising from any defect in a product manufactured and/or sold by Alpha ProTech Engineered Products, Inc. shall be governed by United States federal law (to the extent United States federal law is applicable) and the laws of the state of Georgia, without regard to conflict of laws principles. Subject to the Arbitration Provision in this warranty, if there are any disputes that cannot be arbitrated, the parties consent to the exclusive jurisdiction and venue of the state and federal courts of Lowndes County, Georgia for any dispute arising from this warranty.

### LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM ALPHA PROTECH ENGINEERED PRODUCTS, INC. REGARDING THE PRODUCTS DISCUSSED HEREIN AND REPRESENTS THE SOLE REMEDY AS TO ANY SUCH PRODUCTS. ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY. ALPHA PROTECH ENGINEERED PRODUCTS, INC. HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING THIS PRODUCT.

ALPHA PROTECH ENGINEERED PRODUCTS, INC.'S SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OR REPLACEMENT, AS APPLICABLE, OF THE PRODUCT AND, IF APPLICABLE, THE LABOR REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCTS TO MEET THE APPLICABLE PHYSICAL PROPERTIES DATA SHEET AND THE TERMS OF THIS ALPHA PROTECH WARRANTY.

ALPHA PROTECH ENGINEERED PRODUCTS, INC. IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER TYPE OF CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is unlawful or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.