



## InSpire<sup>1</sup> Limited Lifetime Warranty

The Tapco Group™ (“TTG”), a Headwaters Company, warrants<sup>2</sup> to the original owner and to the party to whom the original owner transfers ownership as permitted in this document (a “permitted transferee”) that its InSpire<sup>™</sup> roofing products (collectively referred to in the remainder of this document as, the “product” or, the “products”) will be free from manufacturing defects resulting in warping, cracking, splitting, rotting, peeling, flaking and blistering when subject to normal use. There is no limit on the duration of this warranty although it is subject to all of the limitations, terms and conditions that follow. While there is no duration on the term of this warranty, the owner should be aware that many things may affect the durability of the products including things that TTG cannot control such as, for example, the weather, the adequacy of ventilation, and whether proper installation techniques and materials are used. This warranty is intended to provide the owner with a level of comfort that TTG properly manufactured the products such that they will perform as specified. This warranty is not however, intended to provide an absolute assurance that the products will last forever.

Subject to the provisions that follow, provided that the warranty claimant is able to establish the date of purchase, the original cost of the defective products, and the fact that the claimant is either the original owner or a permitted transferee to the reasonable satisfaction of TTG, should any manufacturing defect occur during the lifetime of the original owner or for such other time as may be provided to a permitted transferee under the terms of this warranty, TTG will at its sole option either: a) provide product (specifically excluding replacement underlayment and metals used for hips, ridges, and valleys) at a cost pro-rated pursuant to the specification appearing in the table below and, until the seventh anniversary after installation, an amount to cover the cost of labor, subject to the limitations below, to complete the replacement; or, b) refund the amount paid by the original owner for the defective product.

No product replacement under this warranty will alter the pro-ration specification below which shall run from the date of the original purchase of the InSpire product. Any replaced product shall be warranted in accord with the pro-ration specification that governed the original purchase. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of purchase whichever first occurs.

No benefits under this warranty whatsoever shall accrue to any owner and TTG shall incur no liability under this warranty unless and until the Products installed on the owner’s structure have been paid for in full either by owner or by a predecessor in interest of owner.

In the event of damage caused by wind or hail during the warranty period, before any warranty coverage shall apply, the owner must pursue the cost of replacement or repair of damaged material through any applicable insurance. Any cost incurred by the owner in excess of the insurance contribution (excluding any insurance deductible), subject to the proration schedule identified below will be reimbursed by TTG provided that TTG will in no event be liable for costs in excess of the cost of the replacement materials and labor costs that are required to complete the repair. TTG notes that properly installed products have passed wind blow off tests in winds up to 110 mph, and have a Class 4 impact resistance as determined under the UL 2218 Testing Protocol. Thus, damage from wind and impacts is unlikely to occur except in extreme conditions.

In the event of a covered claim, TTG will cover the cost of labor to effect the repair and/or replacement of the Products up to a maximum of \$350 per one hundred square feet (a “square”) of replaced Products specifically including any and all charges for tear-off, disposal and/or dumpsters, (the “labor costs”) for up to the first 100 squares of affected Product. Thereafter, TTG’s liability for labor costs shall not exceed \$100 per square for any remaining squares of affected Products. In no event shall TTG pay any amount in excess of \$350 per square toward labor costs for the first 100 squares or \$100 per square toward labor costs to repair or replace any additional squares of affected Product. The claimant shall bear complete responsibility for establishing to TTG’s reasonable satisfaction the number of squares involved in any claim, the ultimate determination of which shall be made solely by Tapco. TTG may require that the claimant allow an inspection to determine both the nature of the defect, if any, and the size of the affected area. In any event, TTG reserves the right, at its sole option, to refund the amount paid by the original owner for the defective product in lieu of paying for the repair or replacement of the same.

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of TTG, including but not limited to any misuse, abuse, neglect, improper handling or storage, failure to follow TTG’s installation instructions and guidelines, any damage resulting from fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God. Discoloration and variations in color or uniformity caused by weathering and/or UV exposure are not covered. Similarly, discoloration or staining due to shading or sap from trees, bushes or plants or ash from chimneys is not covered. Likewise, discoloration caused by proximity of the products to copper, zinc or any other metal that might discolor will not be covered. This warranty will not cover any damages caused by insects, animals, algae or moss. It will not cover any damage done by chemicals, paints or other solvents. It does not cover damage resulting from any non-traditional roof applications or any failure to meet local building codes or to install adequate and balanced ventilation consistent with 2006 IRC Sections R806.1 and R806.2 in the space below the roof on which the products are installed. It likewise, will not cover damages resulting from heat sources such as furnaces or air conditioners located in the space below the roof on which the products are installed. It will not cover damage resulting from drainage issues or roof slopes inconsistent with TTG’s installation instructions and specifications. This warranty will not cover damage resulting from installation of product in temperatures less than 32°F. This warranty will not cover damage done while accessing the roof for construction, maintenance, or repair activities involving such items

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<sup>1</sup>All provisions of this warranty apply to all Tapco products branded as “Tapco Slate” which are sold outside the United States, provided that the Tapco Slate is installed completely according to the manufacturer’s installation instructions.

<sup>2</sup>This warranty is effective November 1, 2010 and supersedes all previously distributed versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

as chimneys, ventilation systems, satellite dishes, HVAC, etc. Damages resulting from vandalism and/or acts of war or civil unrest are excluded. This warranty does not cover any distortion or warping due to additional or unusual heat sources, including without limitation, window reflections, heat buildup caused by inadequate roof ventilation, and any other cause not involving inherent manufacturing defects in the material supplied by TTG. Finally, it will not cover any damages resulting from any other cause not involving manufacturing defects in the material supplied by TTG.

TTG notes that any repair or replacement panels may have a gloss or color difference due to normal weathering and such difference is not considered defective.

InSpire product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, acid rain or normal weathering and fading resulting from exposure to the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which TTG has no control. This Warranty will cover fading in excess of four Hunter Units (as calculated according to ASTM D2244) beyond that which normal weathering would cause in the locale in which the installed products are located, if such fading occurs within the tenth anniversary of the purchase date if it is reported to TTG during that time frame in accordance with the notice provision contained in the "Customer Responsibilities" portion of the warranty and subsequently verified by TTG. TTG shall have sole discretion to determine whether the product has faded beyond four Hunter Units as identified above. If the product is determined to have excessively faded, TTG shall refund the amount paid by the original owner for the excessively faded products, subject to the applicable proration as determined below.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TTG. TTG HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TTG BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES TO THE BUILDING ON WHICH THE PRODUCTS ARE INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM ANY BREACH OF THE WARRANTY. TTG DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGES IN OR MODIFICATIONS TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

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

TTG reserves the right to discontinue any color at any time.

**Transferability**

If there is a change in ownership, the warranty may be transferred under the terms and conditions of this warranty to the new owner within the first five years after the original purchaser buys the product. The effective date of the warranty will remain the date of original purchase by the original property owner. The warranty cannot be transferred again. The new property owner shall be responsible for establishing this date at the time a claim is made to TTG's reasonable satisfaction. In the event of a qualified transfer, the transferee shall be subject to the very same pro-ration specification as was the original owner. That is, a permitted transfer shall not convey greater coverage on the transferee than was available to the original owner. In any event, coverage provided shall in no event be more than an amount equal to the original purchase price of any defective material, prorated as indicated in the Warranty Coverage Specification below to account for usage received. TTG must be notified in writing of any warranty transfer within 60 days of the closing of the sale to the new owner or the warranty shall be void. The warranty protection provided against excessive fading is not transferable from the original property owner.

**Customer Responsibilities**

The warranty claimant must promptly notify TTG (within 60 days) in writing of any manufacturing defect, hail damage, or excessive fading promptly following its discovery, and provide proof of the date of purchase, as well as proof of property ownership and/or an allowed transfer of ownership. To transfer rights under this warranty the transferee must send to TTG reasonable evidence of: 1) the transfer of ownership of the property from the individual who originally had the roof installed; 2) proof of the purchase date of the roofing material; 3) Proof that the transfer is taking place within 5 years of the original installation and 4) \$100 which is TTG's fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. This warranty may only be transferred one time within the initial 5 years after installation. That is, it may only be transferred by the individual owner who had the roof installed to the individual to whom he sells his home. It may not thereafter be transferred again. All notifications should be sent to:

InSpire Roofing Products Attn: Warranty Department 29797 Beck Road Wixom, MI 48393

The owner may be required to submit a sample of any defective material to TTG for laboratory analysis. TTG will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, TTG, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

<b>Warranty Pro-Ration Specification</b>	
Date of Purchase through seventh anniversary of purchase date	100% of recoverable labor and product costs as specified in warranty
After seventh anniversary date through 50 <sup>th</sup> anniversary date	Claimant will be paid an amount equal to the number of months remaining until the 50 <sup>th</sup> anniversary of the date of purchase to the nearest month divided by 600 multiplied by the original cost of the Products. The warranty payment amount may be determined from the following equation:  <i>Number of months remaining until the 50<sup>th</sup> anniversary of the date of purchase</i> x <i>original cost of Products</i> = <i>warranty payment</i> <b>600</b>
After 50 <sup>th</sup> anniversary date	10% of recoverable costs as specified in the warranty