

# CeDUR Fifty (50) Year Limited Material Warranty

**1. General.** Subject to the terms, conditions, and limitations set forth herein, Colorado Roofing Products, LLC (d/b/a CeDUR), a Colorado limited liability company ("CeDUR"), warrants to the original owner and to any party to who the original owner transfers ownership as permitted herein ("Owner") that its CeDUR Shake (collectively referred to herein as the "Product") will be free from manufacturing defects that cause leaks when subject to normal use and conditions ("Warranty") for a period of fifty (50) years ("Warranty Period"), provided the Owner submits to CeDUR's satisfaction a copy of the warranty that was issued and proof of defect or proof of leaking resulting from defect of the Products covered hereunder ("Claim").

**2. Coverage.** In the event of a Claim, CeDUR will, at its sole option, either (i) provide replacement Products or (ii) refund the original purchase price paid by the Contractor for the Products; provided that both 2(i) and (ii) are limited by the proration schedule below. If CeDUR elects option (i) above, the Owner is responsible for selecting a contractor to remove the Products and perform the installation of the replacement Products. CeDUR will provide the replacement Products and will reimburse Owner at the prevailing customary local rates up to a maximum of \$350 per one hundred square feet (a "Square") for total labor related and all other costs ("Labor Costs"). Labor Costs will only be reimbursed solely for work performed to remove the Products and install replacement Products. The Owner must establish the number of Squares involved in any Claim to CeDUR's satisfaction prior to any reimbursement. CeDUR reserves the right to have an authorized representative inspect a Claim prior to the commencement of any work. Installation of the Product constitutes acceptance by the Owner, regardless of the circumstances. Owner agrees that any Claim shall not be deemed to constitute an admission of any past, present or future liability or wrongdoing by CeDUR.

## Warranty Proration Schedule

<p><b>Date of Purchase Through ten (10) year anniversary of Purchase Date</b></p>	<p>100% of Labor Cost and Product costs as specified Section 2 of the Warranty.</p>
<p><b>After ten (10) year anniversary date through 50<sup>th</sup> year anniversary date</b></p>	<p>Owner will be paid an amount equal to the number of months remaining until the 50th anniversary of the date of purchase to the nearest month divided by 600 multiplied by the original cost the Product. The warranty payment amount may be determined from the following equation:</p> $\text{Warranty Payment} = \frac{\text{Number of Months Remainig Until the 50th Anniversary of the Date of Installation}}{600} \times \text{Original Cost of Product}$

**3. Wind Coverage.** CeDUR shall have no liability under this Warranty for damage resulting from or in any way

related to exposure to winds in excess of ninety (90) mph as measured by the National Weather Services. This provision of the warranty shall be null and void if at any time the installed Products are exposed to winds in excess of ninety (90) mph. CeDUR will cover damage caused by winds up ninety (90) mph for the first ten years of this Warranty. After ten years, all wind coverage under this Warranty shall lapse.

**4. No Extension.** Any Claim and/or replacement Products provided by CeDUR under this Warranty will not extend or renew the Warranty Period. Any replacement Products shall be warranted only for the balance of the Warranty Period remaining at the time the Products were replaced.

**5. Insurable Risks.** In the event of damage caused by any insurable risk during the Warranty Period, before any coverage shall apply under this Warranty, the Owner must first pursue the cost of replacement or repair of all damaged Products through the Owner's insurance coverage. Owner shall notify CeDUR within sixty (60) days of any claim filed with insurance company. Any costs incurred by the Owner in excess of the insurance contribution (excluding insurance deductibles) will be reimbursed by CeDUR only to the extent such costs are otherwise a Claim, provided CeDUR's liability shall be limited in the manner set forth in Section 2.

**6. Transferability.** This Warranty may be transferred once within the first five (5) years after the original owner installs the Products. To Maintain coverage under this Warranty, the transferee must provide the following to CeDUR at the address in Section 9 within thirty (30) days of the date of the transfer: (i) transfer of ownership documents, (ii) copy of warranty issued to original owner, (iii) proof that the transfer is taking place within five (5) years of the original purchase, and (iv) \$75.00 to process the transfer. Failure to adhere to the above shall void this Warranty as of the date of the transfer. The coverage provided by this Warranty automatically terminates upon such time that the original owner or a transferee permitted hereunder is no longer the Owner of the Products.

**7. What is Not Covered.** This warranty does not provide protection against any failure, defect, or damage caused by situations and events beyond the control of CeDUR, including but not limited to: (i) Misuse, abuse, neglect or improper handling or storage of the Products. (ii) Normal wear and tear. (iii) Defects related to installation not performed in strict accordance with CeDUR's instructions, including but not limited to defects arising from faulty or improperly installed underlayment, decking or other components. (iv) Impact of foreign objects, fire, earthquake, flood, hail, lightning, hurricane, tornado or any other casualty or act of God. (v) Discoloration or staining related to shading or sap from trees, bushes, plants or any other natural vegetation and discoloration or damage related to chimney exhaust (including but not limited to, ash). (vi) Damage related to algae or moss, insects, or animals, chemicals, paints, solvents or any metal that may discolor including copper and zinc. (vii) Inappropriate roof applications (viii) Failure to meet local building codes. (ix) Damage related to construction and/or maintenance activities, including, but not limited to person and/or

equipment coming in contact with the roof related to work on chimneys ventilation systems, satellite dishes, HVAC, Solar systems etc. (x) Installation of Products in temperatures less than 20 degrees Fahrenheit. (xi) Gloss or color difference of any repair or replacement of panels related to normal weathering of existing panels. (xii) Distortion or warping related to additional or unusual heat sources, including without limitation, reflections from windows, Solar panels or metallic surfaces and heat buildup caused by non-compliance with local building codes covering roof ventilation. (xiii) Discoloration or other damage related to air pollution (including but not limited to metallic oxides or metallic particles, mildew and acid rain) and discoloration and fading resulting from exposure to the elements.

**THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF CEDUR AND SHALL CONSTITUTE THE SOLE AND EXCLUSIVE REMEDIES FOR THE FAILURE OF THE PRODUCTS. CEDUR HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CEDUR BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS, REVENUES OR INCOME, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECT OR PROBLEMS IN THE PRODUCT COVERED BY THIS WARRANTY. CEDUR DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, EMPLOYEES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGES IN OR MODIFICATIONS TO THE WARRANTY. SOME STATES DO NOT ALLOW IMITATION ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.**

**8. Severability.** To the extent any provision contained herein is deemed invalid under applicable law, such determination shall have no effect on the remaining portions of the Warranty, which shall continue in full force and effect. Any cause of action for breach of this Warranty must be brought within one (1) year after the event giving rise to the cause of action.

**9. Notification.** The Owner must notify CeDUR in writing within thirty (30) days of discovery of, or upon such time that Owner should have reasonably discovered, any Claim. All notifications should be sent to:

Colorado Roofing Products, LLC  
3590 Himalaya Rd.  
Aurora, Colorado 80011

**10. Outstanding Charges; Samples.** CeDUR shall be under no obligation to provide service under this Warranty if there are outstanding charges for Product or non-payment for any portion of the installation of Products regardless of whether such cost has been written off. The Owner may be required to submit samples of any defective material to CeDUR for laboratory analysis.

**11. Products not Produced by CeDUR.** This Warranty does not apply to any products, goods, instruments, components, or accessories not produced by CeDUR, including but not limited to gutters, underlayment, fasteners, or insulation.

**12. Dispute Resolution.** This Warranty shall be interpreted and enforced in accordance with the laws of the State of Colorado without giving effect to the conflicts of law principles of any jurisdiction. Any controversy or claim arising out of or relating to this Warranty, or the breach thereof, shall be settled by binding, non-appealable, final arbitration, held in Denver, Colorado and administered by the American Arbitration Association under its Construction Industry Arbitration Rules. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. By submitting a Claim, Owner agrees that it will not contest to the jurisdiction of Colorado to waive any dispute related this this Warranty.

**COLORADO ROOFING PRODUCTS, LLC**

By: \_\_\_\_\_ XXXXXXXX

Name: \_\_\_\_\_ XXXXXXXX

Title: President

Date: \_\_\_\_\_ XXXXXXXX

Product Installation Date: XXXXXXXX

**WARRANTY #:**

XXXXXXXX

**WARRANTY ISSUED TO:**

XXXXXXXX

**WARRANTY ADDRESS:**

XXXXXXXX

Updated 8/11/2016