

## **10 YEAR MANUFACTURER LIMITED WARRANTY**

GLOBAL INNOVATION, LLC, a Florida company, ("GLOBAL") whose principal place of business is 313 SW Windswept Glen, Lake City, Florida 32024, is the manufacturer of ENDUREED®, a patented thatch roofing shingle. GLOBAL hereby offers this limited warranty ("Limited Warranty") subject to the following terms and conditions:

### **ARTICLE I DEFINITIONS**

The following definitions shall apply to this Limited Warranty:

1. "Product" or "Products" shall mean ENDUREED BASICS PALM, which consists of simulated palm fronds and leaves manufactured from formed High-Density Polyethylene (HDPE).
2. "Purchase Date" shall mean the date of completion of installation of the Product(s) by a Certified Installer.
3. "Defect" or "Defective Product" shall mean:
  1. Delamination of more than forty percent (40%) of the exposed surface area of the Product.
  2. Ultraviolet ("UV") degradation, which substantially compromises the physical integrity of the Product, equal to a loss of twenty-five percent (25%) or more of its original structural design.
  3. Faulty materials or components resulting in a loss of twenty-five percent (25%) or more of the Product's original design specifications.
  4. Color fading with a CIELAB color space  $\Delta L^*$  value degradation in excess of +10 prior to the fifth (5<sup>th</sup>) anniversary of the Purchase Date.
4. "Original Owner" as used herein shall mean the owner of a building or structure at the time the Product(s) is (are) installed.
5. "Owner" as used herein shall mean the owner of a building or structure at the time the Product(s) is (are) installed or such owner's direct assignee as permitted by Article V.
6. "Certified Installer" as used herein shall mean those persons designated by GLOBAL in writing as certified to install the Product.
7. "Replacement Cost" shall mean GLOBAL's standard or advertised price of the Product at the time of receipt of a Notice of Defect.

### **ARTICLE II LIMITED WARRANTY**

1. **Express Warranty.** GLOBAL warrants to the Owner of the Product, subject to the terms and conditions contained in this Limited Warranty, that the Product(s) will be free

from Defect for a period of ten (10) years commencing on the Purchase Date (the "Limited Warranty Term").

2. **Disclaimer of Warranties.** EXCEPT AS EXPRESSLY SET FORTH HEREIN, GLOBAL MAKES NO REPRESENTATIONS, WARRANTIES, OR GURANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE WITH RESPECT TO THE PRODUCT(S). THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.
3. **Limitations.** This Limited Warranty does not cover, and GLOBAL expressly disclaims any liability whatsoever for, Defect(s) resulting from or caused by (a) lightning, windstorm, hurricane, tornado, fire, hailstorm, impact of foreign objects or other storm or casualty or Act of God; (b) settlement, earthquake, distortion, failure, or cracking of the roof, deck, walls, or foundation of any underlying or associated structure or part thereof; (c) any defect in materials used as a base over which the Product is applied; (d) foot or other traffic on the roof or Product; (e) transportation; (f) storage; (g) improper use; (h) improper installation (whether or not installed by a Certified Installer) (i) failure to follow the Product instructions or to perform any preventive maintenance; (j) modifications; (k) unauthorized repair; (l) normal wear and tear; (m) inadequate roof drainage, (n) discoloration or damage caused by masonry dust, chimney exhaust (including, but not limited to, ash), exposure to chemicals, paints, solvents, metals or any other metal that might discolor, shading or sap from trees, bushes, plants or natural vegetation, algae, fungi, insects, animals, lichen or cyan bacteria or (o) external causes such as accidents, abuse, or other actions or events beyond GLOBAL's reasonable control.

### ARTICLE III

#### CLAIMS

1. **Warranty Registration.** To have a valid and enforceable Limited Warranty hereunder, the Owner must complete the Warranty Registration Form, accessible online at <https://endureed.com/warranty-form/>, no later than the first (1<sup>st</sup>) anniversary of the Purchase Date.
2. **Notice of Defect.** Claims under this Limited Warranty must be submitted in writing within thirty (30) days after discovery of the alleged Defect, together with proof of purchase and installation dates (a "Notice of Defect"), to GLOBAL at: Global Innovation,

LLC 313 SW Windswept Glen, Lake City, Florida 32024, or at such other address as GLOBAL may identify from time to time.

- 3. Investigation of Claim and Resolution Procedure.** Within sixty (60) days following receipt of the claim, GLOBAL shall investigate the claim, and if GLOBAL determines that the Limited Warranty covers the alleged Defect, GLOBAL shall notify the Owner in writing (an "Acknowledgement of Defect") and work with the Owner to remedy the Defect in accordance with the terms and conditions of this Limited Warranty within six (6) months after the date of receipt of the Notice of Defect. In no event shall GLOBAL be liable for unauthorized replacement of the Product or any other labor or material charges incurred prior to delivering an Acknowledgement of Defect.

#### **ARTICLE IV REMEDIES**

- 1. Replacement.** Prior to the fifth (5th) anniversary of the Purchase Date (the "Replacement Period"), the Owner's exclusive remedy hereunder shall be replacement of the Defective Product with the same or a substantially similar Product, as determined in the sole discretion of GLOBAL (the "Replacement Product"). In no event shall GLOBAL be responsible for the replacement of any materials or products other than the Defective Product.
- 2. Percentage of Replacement Costs.** Following the expiration of the Replacement Period and for the duration of the Limited Warranty Term, the exclusive remedy hereunder, if any, shall be, partial reimbursement for a percentage of the Replacement Cost of the Defective Product (the "Warranty Payment") to Owner as follows:

<b>Timing of Claim</b>	<b>Reimbursement Percentage</b>
Between the 5 <sup>th</sup> and 6 <sup>th</sup> anniversary of the Purchase Date	50%
Between the 6 <sup>th</sup> and 7 <sup>th</sup> anniversary of the Purchase Date	38.9%
Between the 7 <sup>th</sup> and 8 <sup>th</sup> anniversary of the Purchase Date	27.8%
Between the 8 <sup>th</sup> and 9 <sup>th</sup> anniversary of the Purchase Date	16.7%

Between the 9 <sup>th</sup> and 10 <sup>th</sup> anniversary of the Purchase Date	5.6%
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- 1. At no time during the Limited Warranty Term shall GLOBAL be responsible for labor or non-Product costs incurred with respect to the installation of any original or Replacement Product, or replacement of metal work, flashing, or other related work or materials. In no event shall GLOBAL be responsible for a replacement cost in excess of the price originally paid for the Product. Any Warranty Payment to the Original Owner shall be made in United States dollars and shall serve as complete satisfaction of GLOBAL's obligations hereunder.

**1. Disclaimer of Incidental or Consequential Damages.** IN NO EVENT, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE, SHALL GLOBAL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE INTERIOR OF THE BUILDING OR TO ANY PROPERTY CONTAINED THEREIN OR THEREABOUT OR FOR ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON(S) OR ANY SPECIAL DAMAGES OF ANY KIND WHATSOEVER.

## ARTICLE V

### LIMITATION ON ASSIGNMENT OF LIMITED WARRANTY

This Limited Warranty may be assigned upon the transfer of ownership by the Original Owner to the new property owner, at the time of the sale of the property, and such party will be deemed the Owner.

## ARTICLE VI

### ACTIONS VOIDING LIMITED WARRANTY

- 1. Alteration of the Product or Roof.** Any alteration, modification, or other change of the Product or roof shall void this Limited Warranty and the remedies available hereunder unless such change is approved in advance, in writing by GLOBAL.
- 2. Failure to Follow GLOBAL Installation Guidelines.** This Limited Warranty and the remedies provided hereunder are void unless the Product is installed by a Certified Installer pursuant to an installation method and design approved in writing by GLOBAL and in accordance with the specific installation instructions provided by GLOBAL.

## ARTICLE VII

### NO AGENCY

Installers of the Product (including but not limited to Certified Installers) shall not be deemed agents, representatives or employees of GLOBAL, and therefore shall have no authority to bind GLOBAL, or create liability on behalf of GLOBAL, in any way. NO REPRESENTATIVE, EMPLOYEE OR AGENT OF GLOBAL OR ANY OTHER PERSON HAS AUTHORITY TO ASSUME OR BIND GLOBAL FOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT BEYOND THAT SET FORTH HEREIN, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE PRESIDENT OF GLOBAL.

## **ARTICLE VIII MISCELLANEOUS**

1. **Governing Law.** This Limited Warranty and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, United States of America, and to the extent controlling over such laws of Florida, the federal laws of the United States of America, without regard to its choice or conflicts of laws rules or principles.
2. **Venue and Jurisdiction.** The exclusive jurisdiction and venue shall be in the Circuit Court of Columbia County, Florida, United States of America, or such courts of appeal and United States federal courts as have jurisdiction over Columbia County, in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Limited Warranty. Each party asserting a claim under this Limited Warranty agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.
3. **Captions and Headings.** Titles, captions, and headings contained in this Limited Warranty are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Limited Warranty or the intent of any provision hereof.
4. **Severability.** If any provision in this Limited Warranty is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Limited Warranty shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Limited Warranty had never contained any such invalid, illegal, or unenforceable provision.
5. **Amendments; No Oral Modifications.**
  1. No distributor, dealer, contractor, installer, sales representative, or other person is authorized to make any representations, warranties, or agreements that modify,

expand, or contradict the terms of this Limited Warranty. Any such statements shall be void and of no force or effect.

2. Company reserves the right to revise or discontinue its warranty programs from time to time; provided, however, that any such revision shall not affect a Limited Warranty previously issued for Products already installed.
3. The failure of Company to enforce any provision of this Limited Warranty shall not be deemed a waiver of that provision or of the right to enforce such provision thereafter.