



# Transferable Limited 50 Year Warranty Paintable Grayne

## **Basic Warranty Coverage:**

The Tapco Group (TTG), a Headwaters company, warrants to the original owner of a structure on which its Paintable GRAYNE™ Engineered Shake & Shingle ("GRAYNE") products (the "products") are installed, that the products will be free from manufacturing defects that result in peeling, flaking, corrosion, or rot subject to the terms and conditions below. If TTG determines, in its sole discretion, that any manufacturing defects exist in the products during the 50 years following the product purchase date, TTG will, at its sole discretion, either a) replace the defective products; or, b) refund the amount paid by the original owner for the defective products, subject to the pro-ration schedule below. For the first five (5) years after the product purchase date, TTG shall also pay the cost of labor to complete the repair up to \$125/ square . This labor reimbursement is not transferable and is limited to the repair or replacement of the products which does not include painting of the repaired or replaced products.

## **Finishing Requirement:**

Paintable GRAYNE is comprised of a material that is designed to be painted. Accordingly, the products must be painted within a reasonable period of time not to exceed 90 days after installation on a structure. TTG expressly disclaims any warranty coverage whatsoever for changes in the appearance of the products after installation. TTG further disclaims any responsibility for the appearance of the products after they are painted including but not limited to all issues associated with the final appearance of the paint applied to the products, any failure to adhere to the products, and any change in color after application. TTG strongly recommends that the owner, before painting, evaluate the paint manufacturer's recommendations concerning suitability of the paint for application to the products and further recommends that the owner strictly adhere to the paint manufacturers application instructions.

## **Additional Limited Hail Coverage:**

In the event of damage caused by hail during the warranty period, before any warranty coverage shall apply, it is the original owner's responsibility to pursue the cost of replacement or repair of damaged products through the original owner's insurance or any other applicable insurance.

Costs incurred by the original owner in excess of insurance proceeds will be reimbursed by TTG (excluding any insurance deductible) except that TTG will not be liable for costs in excess of the value of the replacement products required to complete the repair subject to the proration schedule below.

## **Transferability:**

This warranty may be transferred by the original owner prior to the fifth anniversary of the product purchase date. To transfer rights under this warranty, the transferee must send to TTG reasonable documentation of: 1) Proof of the date of purchase of the products; and 2) Proof of the transfer of ownership of the property to the transferee from the original owner prior to the fifth anniversary of the product purchase date. These items must be received by TTG within 60 days of the date the transferee receives ownership of the property. As noted above, the labor reimbursement coverage described above is not transferable.

<sup>1</sup> This warranty is effective March 1, 2016. It supersedes all previous versions of this warranty, and shall remain in effect until TTG publishes a subsequent version after which it shall have no further effect.

The term "original owner" shall include only the property owner at the time the products are installed and any person who becomes an owner of the property within one year of the date such products are purchased for installation.

A "square" as used in the industry is a 100 square foot section of material.



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**Limitations:**

This warranty does not provide protection against any product change, failure, or damage caused by situations and events beyond the control of TTG, including but not limited to:

- Any failure to install the products in accordance with the manufacturer's installation instructions and any defect or damage to the products or anything else that is caused by such installation;
- Misuse, abuse, neglect or improper handling or storage;
- Impact of foreign objects, hail damage, except as provided herein, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God;
- Defects in, failure of, or damage to the wall or material on which the product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- Distortion or warping due to additional or unusual heat sources, including without limitation, reflected light, specifically including but not limited to reflections from nearby windows (particularly, but not only, when such windows incorporate Low-E glass) whether such windows are the property of the claimant or another party, and heat buildup caused by inadequate roof ventilation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals, or the application to the products of any third party products not manufactured by TTG;
- Any other cause not involving manufacturing defects in the material manufactured by TTG;

**Other Conditions and Limitations:**

- Any repair or replacement product supplied by TTG will be unfinished and will require painting, the cost of which is the sole responsibility of the owner.
- In the event TTG supplies replacement products, and also in the event of a valid transfer, the original product purchase date will be used to determine any subsequent pro-rations under the schedule below.
- Replacement product and/or labor value provided under this warranty to any transferee will not exceed in value the original purchase price of any defective material that is the subject of the warranty claim pro-rated per the schedule below.
- Requirements for valid transfers: If TTG does not receive the required documentation within 60 days of the transferee's acquiring title to the property, the warranty transfer will not be valid and warranty coverage will not extend to the transferee.
- TTG will not warrant against the effects of any third party products (including but not limited to paint and cleaning solutions) applied to the products.
- Limitations on hail damage claims: TTG will not be responsible for the cost of the labor required to remove and dispose of hail-damaged product or to install replacement product. In the event that the Owner does not have insurance, the value of replacement products supplied by TTG will be limited by the pro-ration schedule below. TTG reserves the right, at its sole discretion, in lieu of paying for replacement or repair costs, to refund the amount paid by the original owner for the hail damaged products as pro-rated under the schedule below. TTG will have no liability for any personal injury or property damage arising from hail damaged products.

**Limitation of Remedies:**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY TTG. 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, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. TTG DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION 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. IN NO EVENT SHALL TTG'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.

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

**Making a Claim:**

To TTG's reasonable satisfaction, all warranty claimants must satisfy the following:

- Provide documentation of proof of purchase of the products including the date purchased and amount paid;
- Provide a deed or other equivalent document establishing their ownership of the property; and
- Provide documentation of the original amount paid for installation. In the event of a claim for installation labor.
- The warranty claimant must notify TTG within 30 days of discovering the basis for a claim under this warranty in writing by electronic submission to [www.GRAYNE.com](http://www.GRAYNE.com)

**Customer Responsibilities:**

GRAYNE products may be registered on-line at: [www.GRAYNE.com](http://www.GRAYNE.com). Online registration does not eliminate the other requirements listed in this warranty to file a claim, however. Once all requirements for filing a claim have been met by the original owner, TTG will 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. TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the warranty claimant or others make any repairs. The warranty claimant's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for products purchased by and repairs or other work done by third parties.

Collection of dirt and/or other organic materials is possible. Foreign materials on the surface should be removed by periodic cleaning. Such cleaning can be done with water and a soft bristle brush. Stubborn stains may be treated, at the original owner's sole risk, with third party cleaning products.

**Grayne Pro-ration Schedule:**

50 Year Grayne Coverage		
Fifty Year Warranty Coverage Schedule Number Of Full Years Since Date Of Purchase Of Warranted Product By Original Owner	Share Of Purchase Price Of Products Paid By original owner That TTG Will Pay Toward A Covered Claim	Covered Items
0-5 years	100%	Product and labor (no painting)
6-10 years	75%	Product
11-15 years	50%	Product
16-20 years	25%	Product
21-50 years	10%	Product