

Eco-Shake, LLC

50 YEAR LIMITED TRANSFERRABLE WARRANTY

Eco-Shake, LLC ("Eco-Shake"), subject to the terms, conditions and limitations set forth herein, warrants to the purchaser and subsequent owners of the house or commercial building ("Purchaser") its Eco-Shake Shingle ("Shingle") to be free of defects in material and workmanship at the time of manufacture under normal recommended use for a period of fifty (50) years from the date of installation on the structure at the address registered with Eco-Shake, LLC, when properly installed according to the Application Instructions, available from Eco-Shake, LLC, and when subject to and proper use.

During the term of this Warranty, Eco-Shake, LLC will in accordance herewith, at its option, repair or replace, any Eco-Shake Shingle determined by Eco-Shake, LLC to be defective at no cost to the owner. In no case shall repair or replacement include the costs of removal and installation.

This warranty does not cover, and Eco-Shake, LLC is not liable for damages caused from installation, or from work or materials not manufactured by Eco-Shake, LLC, including flashing, vents, metal work, underlayment, framing and other materials. Stainless steel roofing nails must be used.

This Warranty does not cover, and Eco-Shake, LLC is not liable for damage caused by hurricane, tornado, gale winds, hail, earthquake, fire, lightning, flood impact of foreign objects or other violent or unusual phenomena of nature or act of God, or any damage to the roof caused by settling, distortion, failure or cracking of sheathing, building walls or foundation or any defect in or failure of roof base materials, or damage by abusive traffic on the roof or damages from other causes. This warranty is void in the event of misuse or abuse of the Shingle, or structural changes or equipment installation on the roof after application of the Shingle. Variations in color due to normal weathering, fading, oxidation or the application of any chemicals to the Shingle are not covered by this Warranty.

This Warranty is valid only if the registration certificate is completed and signed by the original Purchaser and the installation contractor and mailed to Eco-Shake, LLC within thirty (30) days of the installation of the Shingle. This Warranty may be transferred one time only, provided that the original Purchaser shall complete a transfer notification card and has delivered the transfer notification card to Eco-Shake, LLC within thirty (30) days of the transfer of the building.

THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW, THE LIMITED WARRANTY SET FORTH HEREIN IS EXCLUSIVE AND IS GIVEN BY ECOSHAKE, LLC AND ACCEPTED BY ECO-SHAKE, LLC IN LIEU OF ANY AND ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ALL WARRANTIES AS TO DESIGN OR ENGINEERING, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE (WHETHER KNOWN TO ECO-SHAKE, LLC OR UNKNOWN) AND ECO-SHAKE, LLC EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS REGARDING COLOR VARIATIONS BETWEEN BUNDLES OF SHINGLES. THE FOREGOING RIGHTS AND REMEDIES ARE EXCLUSIVE AND IN LIEU OF OTHER CLAIMS, RIGHTS OR REMEDIES WHATSOEVER, WHETHER STATUTORY OR BASED ON CONTRACT, TORT OR OTHERWISE. Eco-Shake, LLC maximum liability shall not in any case exceed the price paid for the Shingles determined to be defective or unusable. This warranty does not apply to any goods manufactured by manufacturers other than Eco-Shake, LLC, which are separately manufactured by such other manufacturers (appropriate adjustments therefore being provided by their respective manufacturers); and any of the Shingles, which have been altered, subjected to misuse, negligence or accident.

ECO-SHAKE, LLC SHALL NOT BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES WHETHER SUCH DAMAGES ARE CLAIMS TO ARISE OUT OF OR AS A RESULT OF, ANY PERFORMANCE BY ECO-SHAKE, LLC, BREACH OF CONTRACT, BREACH OF WARRANTY, TORT (EXCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE); including without limitations, claims for damage to the structure, claims for lost profit or revenue, loss of use of equipment, costs of substitute equipment, facilities, down time, increased construction cost or claims of Purchaser for damage, no matter how claimed. Eco-Shake, LLC shall not be liable for any loss, claim or damage caused by or arising from the actions of Purchaser or any third party.

To make a claim under this Warranty you must send to Eco-Shake, LLC (1) notice of the claim in writing, describing the basis of the claim for repair or replacement; (2) proof of purchase of Shingle or a copy of the completed transfer card; and (3) proof of the installation date. No claims will be valid unless Eco-Shake, LLC has the opportunity to investigate, inspect and approve the claim prior to any repair or replacement.

This Warranty shall be interpreted, constructed and governed according to the laws of the State of Oklahoma. Any action at law, suit in equity or other judicial proceeding for the enforcement of this Warranty or any provision thereof shall be instituted only in the District Court in the County of Tulsa, State of Oklahoma. The parties agree that such selection of venue is proper and convenient to both parties.

For warranty support: info@eco-smart.com / 941.376.8484 ph