

LIFETIME LIMITED MATERIAL WARRANTY

Paragon Roof Systems, LLC



This is a limited lifetime manufacturer's warranty, which, subject to the terms and conditions herein described, Paragon Roof Systems (hereinafter "Paragon") extends to all original property owners of Paragon roofing shingles (the "Products") regardless of where the owner purchased the Products.

Limited Lifetime Term

Subject to the terms, conditions, and limitations set forth below, Paragon Roof Systems, LLC, a Texas limited liability company ("Paragon"), warrants to the individual owner and/or owners of the property on which the Products are originally installed (the "Owner") and to any party to whom the Owner transfers ownership as permitted herein, that the Paragon Shake, Slate, or Barrel Tile products installed on the Owner's property (collectively referred to herein as the "Products") will be free from manufacturing defects that cause leaks when subject to normal use and conditions (a "Permitted Claim") for the Owner's lifetime provided that Owner remains a legal occupant of the property according to the strict terms of the relevant real estate title and continuously resides at the property where the Products were originally installed ("Warranty Period"). If the Owner is an organization or other legal entity (as opposed to a person or persons), then the Warranty Period will not exceed fifty (50) years from the date of the original purchase of the Products. To establish a Permitted Claim, the Owner must provide to Paragon in compliance with the Notification section below the following: (i) the date of purchase of the Products; (ii) the original cost of the Products; (iii) proof that the Owner is either the original owner or transferee permitted hereunder; (iv) a copy of the current real estate title; and (v) proof of damage to the Products covered hereby. All documentation must be in a form that provides proof of the Permitted Claim to Paragon's reasonable satisfaction

Transferability

This warranty is transferrable by the original owner only to a second owner with no limitations or changes to the terms represented. To be a valid transfer: 1) the original owner and subsequent buyer shall fill out and mail the Warranty Transfer (attached) within thirty (30) days of the transfer of the property on which the Products have been installed, along with a copy of the title transfer paperwork to verify the transfer date and location. The warranty is not transferable a second time.

Remedy

Paragon assumes the obligation, in its sole discretion, to either: A) provide replacement products and installation costs to repair the affected portions of the roof, or B) refund the original purchase price of the Products, excluding freight and other related costs. In the event Paragon selects Option A, installation costs shall include labor, flashing, metal work, underlayment, shingle disposal, and other related costs, provided however, that Paragon's obligation to pay said installation costs shall not exceed the prevailing local rates, or \$400 per one hundred square feet, whichever is lower. Furthermore, Paragon reserves the right to approve the selection of any contractor enlisted by the Owner to perform the repair work. Notwithstanding the foregoing, one hundred and twenty (120) months from the date of installation of the Products, Paragon's sole responsibility shall be the issuance of a refund, which amount shall be a percentage of the original purchase price of the Products, which percentage shall be determined by dividing the number of months remaining in the warranty period by 600. Paragon's refund after 120 months from the date of installation specifically excludes installation costs and other related costs. Any claim and/or replacement of Paragon products will not extend the warranty period set forth above. Notwithstanding anything herein to the contrary, no benefit under this warranty shall accrue to any owner and Paragon shall incur no liability under this warranty unless and until the Products have been paid for in full by owner or its predecessor in title.

Insurable Risks

Before any coverage shall apply under this warranty, in the event of damage to Products caused by any insurable risk during the warranty period, the owner must first exhaust all efforts to pursue the cost of replacement or repair of all damaged Products through the owner's insurance coverage. Any costs incurred by the owner in excess of the insurance contributed by any source of insurance reimbursements (excluding insurance deductibles), will be reimbursed by Paragon only to the extent such costs are otherwise permitted pursuant to this warranty.

Customer Responsibilities

To be a valid warranty, the original owner must complete the attached Registration of Limited Warranty within thirty (30) days of the completion of installation of the Products. For any alleged warranty claims, the warranty claimant must notify Paragon in writing within sixty (60) days after discovery of any manufacturing defect or covered damage. The warranty claimant must include proof of purchase (or proof of warranty transfer in accordance with this warranty), and proof of property ownership, along with such notice. Failure to timely notify Paragon of any defect or damage shall nullify this warranty.

Limitations

This warranty does not apply to, and Paragon shall not be liable for:

1. Damage to the roofing product due to causes beyond normal service and use, including, but not limited to:
 - a. **Wind** velocities up to **90 mph** (smooth shank nails penetrating the back of the decking 3/8"), up to **110 mph** (ring shank nails penetrating the back of the decking 3/8"), or greater **mph** depending on installation method. (High wind applications are available in excess of **110 mph**, but will require a high wind specification warranty.)
 - b. **Impact** of foreign objects (including without limitation tree branches), hail in greater diameter than **1.75"** as determined by the National Weather Bureau, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God. c. Improper storage or misuse of the Products.
 - d. Vandalism.
2. Damage to the Products caused by alterations made after completion of the application, including, but not limited to, structural changes, equipment installation, painting or the application of cleaning solutions, coatings, or other modifications.
3. Improper installation or installation not in strict adherence to Paragon's written installation instructions.
4. Installation of Products while the temperature is less than **20 degrees** Fahrenheit.
5. Damage or loss caused by ice backup, ice damming or snow slides.
6. By any failure of materials used as a base or sheathing over which the roof or Products are applied.
7. Damage to the Products caused by movement, distortion, cracking or settling of the roof deck caused by the settlement of the building.
8. Discoloration due to: exposure to chemicals, paints, solvents, or metals including copper, zinc or any other metal that might discolor; shading or sap from trees, bushes, plants or natural vegetation; or algae, fungi, insects, animals, lichen or cyan bacteria
9. Discoloration or damage related to chimney exhaust (including, but not limited to, ash).
10. Inadequate roof drainage.
11. Distortion or warping related to additional or unusual heat sources, including without limitation reflections from windows or metallic surfaces, or heat buildup caused by non-compliance with local building codes covering roof ventilation (compliant ventilation shall include, at a minimum, compliance with 2006 IRC Section R806.1 and R806.2).
12. Damage resulting from foot traffic or from accessing the roof for construction, maintenance, or repair activities involving equipment or features including, without limitation, chimneys, ventilations systems, HVAC systems, satellite dishes, or antennae.
13. Any maintenance, repair or replacement to the Products not authorized in advance by Paragon.
14. Any other cause not involving inherent manufacturing defects in the materials supplied by Paragon.

THIS WARRANTY CONTAINS ALL THE PROVISIONS OF YOUR REMEDIES AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF PARAGON EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND PARAGON MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OR FITNESS FOR PARTICULAR PURPOSE, AND NO WARRANTY SHALL ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL PARAGON BE LIABLE FOR INCIDENTAL, SPECIAL, COLLATERAL OR INDIRECT DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, AND CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING LOSS OF BUSINESS OR PROFITS AND INABILITY OF OWNER OR ANY OTHER PERSON TO USE THE ROOFING OR REINSTALLATION LABOR COSTS. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OF PARAGON IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY. PARAGON'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIMS AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.

Fading

Paragon's Products are engineered to the highest available standards to resist color fading, however, the color of materials subjected to elements of the outdoor environment may weather over time. The degree of weathering depends on a number of factors specific to the geographic area in which the materials are installed. This warranty shall cover, for any claim that is reported within ten (10) years from the date the Products were installed, any fading which is greater than four (4) Hunter units, as determined in accordance with ASTM D2244, beyond what is typical of roofing materials installed in the geographic region where the Products are installed. In the event the change in color exceeds four (4) Hunter units but does not exceed, in Paragon's sole discretion, what is typical for the geographic area or a claim is made more than ten (10) years from the date the Products were installed, this warranty shall not apply. In the event a claim for fading is covered under this warranty, the provisions of the "Remedy" section shall apply.

Replacement Variations

Paragon reserves the right to discontinue or modify any of its roofing products, including the color thereof without notice to the owner and shall not be liable to the owner as a result of any such discontinuation or modification. In addition, Paragon shall not be liable in the event the replacement roofing product may vary in color in comparison to the original roofing product as a result of normal weathering or variations in color within a single batch or between batches (including between materials manufactured at different times.) If Paragon replaces any roofing product under this warranty, it may substitute roofing product designed by Paragon to be of comparable quality or price range in the event the original roofing product purchased is no longer available.

Terms and Conditions

Paragon's liability to the owner of the Products shall also be subjected to the following terms and conditions; a) Products have been installed strictly in accordance with all applications instructions as per Paragon s written application instructions; b) the registration certificate must be completed, signed by the installing contractor and returned to Paragon within thirty (30) days after the completion of the installation; c) claims under warranty will be honored if submitted by registered or certified mail to Paragon Roof Systems , 13903 Huffmeister Rd, Cypress, TX 77429 within sixty (60) days following the discovery of any defect covered by this warranty, with specific details in writing, and provided Paragon or its agent are permitted a commercially reasonable opportunity to examine and analyze the material claimed to be defective. Paragon may require the owner to submit, at the owner's expense, a photograph or a sample of the defective material for analysis; d) an authorized representative of Paragon shall approve of such claim in writing.

THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, GIVES THE OWNER SPECIFIC LEGAL RIGHTS AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Dispute Resolution

This warranty shall be interpreted and enforced in accordance with the laws of the state of Texas. Any dispute arising from this warranty shall be resolved in the District Court of Harris County, Texas. Owner hereby agrees that it will not contest the jurisdiction of the District Court for Harris County, Texas to resolve any dispute related to this warranty.

REGISTRATION OF WARRANTY TRANSFER (for use by subsequent purchaser): ALL INFORMATION MUST BE COMPLETED LEGIBLY TO PROCESS WARRANTY.

- Within 30 days of real estate transfer date, mail to Paragon Roof Systems, Attn: Warranty Transfer, 13903 Huffmeister Rd, Cypress, TX 77429

Original owner _____ Real Estate Transfer Date _____

(Please print legibly)

Address _____ 2nd Owner's Name _____

City _____ State _____ Zip _____ Home Phone _____ Work phone _____

Signature of Original Owner _____ Date _____ Signature of 2nd Owner _____ Date _____

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- **REGISTRATION OF LIMITED LIFETIME WARRANTY (for use by original owner).** All information must be completed legibly to process warranty. Mail within 30 days to: Paragon Roof Systems, Attn: Warranty Transfer, 13903 Huffmeister Rd, Cypress, TX 77429

Original owner _____ Name _____ of Contractor _____

(Please print legibly)

(Please print legibly)

Address _____
Address _____

City _____ State _____ Zip _____ City _____ State _____
Zip _____

Signature of Owner _____ Date _____ Signature of Contractor _____ Date _____

Type of Product _____ Date Installed _____ Place of Purchase _____ City _____
State _____ Zip _____
(Slate/Barrel/Shake)