

GORILLA PRODUCTS, LLC D/B/A SLATESQUE

1900 Gulf Street, Lamar, MO 64759

Customerservice@slatesque.com

50 year limited and one time only transferable product warranty

1. Warranty coverage

Gorilla Products, LLC d/b/a Slatesque, (hereinafter referred to as “Slatesque”) warrants to the original purchaser, (hereinafter referred to as “Client”), that when manufactured, Slatesque’s roofing tile product, for a period of fifty (50) years from the date of purchase of the product, will be free of manufacturing defects in the material and workmanship subject to the conditions, exclusions and other provisions below. Client must register the warranty with Slatesque by completing and submitting Slatesque’s warranty registration form to Slatesque within 30 days of the completion of the roofing installation. Client may transfer the product warranty one time only, and only within 30 days of the closing of the sale of the real property containing the originally purchased Slatesque roofing product, for a transfer fee of \$500, to be paid to Slatesque by either the Client or the transferee, as consideration for the registration and documentation of the transfer of the warranty to transferee. Failure to timely pay the transfer fee shall void the warranty coverage for both Client and transferee upon the passage of the 30 day time limit after the real property containing the Slatesque roofing product covered by the limited warranty is transferred to the transferee.

In consideration of this warranty, Client authorizes Slatesque and/or Slatesque’s installing contractors to photograph the residence or other real property where Slatesque’s roofing tiles are installed, both during and after the installation, and to enter the real property location, with reasonable notice to the property owner for that specific purpose. Slatesque may thereafter utilize all photographs of the installation, whether taken by Slatesque, the contractor or the project owner for promotional, marketing, training and other lawful purposes.

2. Conditions

- A.** Upon the discovery of a possible defect or failure, the Client must immediately and at the Client’s own expense, provide protection of the property that could be affected until the defect or failure is remedied. Slatesque must receive written notice within 30 days after discovery of a possible defect or failure covered by this warranty. The notice must include the information specified below in the “Claims” section. Failure to provide written notice within 30 days of the discovery of a possible defect or failure, shall void the warranty coverage.
- B.** The Client may be required to send product to Slatesque, and the Client must allow a Slatesque agent to enter the property and structure where the product is installed, in order to make a thorough examination of the situation.
- C.** The Client must provide proof of date of purchase, the original purchase price of the Product and that the Client is the original purchaser or first transferee.
- D.** The Product must be properly stored at all times between delivery at the jobsite and installation.
- E.** The Product must be properly installed per instructions on the Slatesque.com website and in accordance with all applicable building codes adopted by United States, federal, state or local governments or government agencies having jurisdiction over the installation. Failure by a roofing contractor or any individual installer to properly install Slatesque’s roofing product as outlined on the Slatesque.com website is an

issue strictly between Client and the installer, and is specifically excluded from warranty coverage.

- F. The warranty herein is immediately void if any of the information provided by Client or transferee to Slatesque is erroneous.

3. Remedy

If after inspection, a default or failure has been determined by Slatesque, the claim will be handled in the following manner:

- A. Provide replacement roofing tiles of similar design within a reasonable scope of variations owing to the discontinuance or modifications of certain product lines, OR
- B. Make a refund for ONLY the defective roofing tiles. Slatesque will provide a refund on the original purchase price only (the original purchase price for purposes of this warranty is the wholesale price paid to Slatesque by the distributor, contractor or other customer who contracted for the roofing tile product directly with Slatesque), based on the following calculations: full refund, if during the first ten years after installation, original purchase price less 2.5% per year for the remaining warranty time. No refund will be given for labor, freight costs or any accessory costs (i.e. framing, fasteners, flashing, underlayment, etc...).

4. Exclusions

- A. This warranty does not cover conditions other than those noted. It does not cover uniformity, variations or natural changes in color, and other conditions that do not affect the performance as a roofing material nor reduces the useful life of a roofing tile. This warranty does not apply to nails, screws, or other fasteners in connection with the installation of the tiles, whether or not supplied by Slatesque, or to any cracking, leakage or other problems caused by any fasteners, whether or not supplied by Slatesque.
- B. Damages as a result of the following are not included:
 - 1. Improper installation
 - 2. Misuse or lack of maintenance
 - 3. Improper storage or handling
 - 4. Fracturing of the product due to movement of the foundation or building upon which the product is applied
 - 5. Heavy object falling on the roof
 - 6. Installation, maintenance or use of equipment on the roof, such as air conditioning, satellite dishes, solar panels or anything attached to the surface of the product outside the normal course of usage
 - 7. Fading, chemical solutions, paints or corrosives
 - 8. Vandalism or other criminal acts
 - 9. Smoke damage caused by fire
 - 10. Any interior damage
 - 11. Weather related damage
- C. Changes in the product
Slatesque shall make a good faith effort to match the original design and color originally sold to the Client. However, the Client recognizes and accepts the fact that Slatesque may discontinue or modify specific designs or colors and that the product variation will be acceptable to the Client with respect to the warranty remedies. The following are not considered defects: efflorescence, variation of color of different batches and non-uniform color or fiber exposure owing to weathering.

5. Claims

Claims must be filed in writing within 90 days of the discovery of a possible defect or failure. Claim filing must include the necessary documents and information listed in Section 2. Claims must be filed prior to any repair attempt, and Slatesque will not be liable

for any prior repair. Claims are strictly limited to being filed by Client or the first transferee, assuming all conditions for the warranty transfer have been met. Any replacement product fulfills the original 50 year guarantee only. Client hereby agrees that any legal action arising out of this warranty will be subject to a final and binding arbitration hearing, administered by the American Arbitration Association, under its Commercial Arbitration Rules and Mediation Procedures, and that it can only be brought in an appropriate venue, including the location of the real property where the roofing product was installed, as well as Lamar, Missouri, the location of Slatesque's manufacturing plant for the roofing product, or any other mutually agreed upon venue.

6. Disclaimer

SLATESQUE HERBY DISCLAIMS ANY LIABILITY FOR ANY INJURY, INCIDENTAL OR CONSEQUENTIAL TO PERSONS, STRUCTURE OR CONTENT DAMAGES IN RELATION TO ANY WARRANTY CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. NO EMPLOYEE OR REPRESENTATIVE OF SLATESQUE OR ANY DISTRIBUTOR, DEALER, OR ROOFING CONTRACTOR IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES. SLATESQUE ALLOWS A WARRANTY CLAIM FOR MANUFACTURING DEFECTS ONLY. THIS IS THE ONLY WARRANTY ISSUED BY SLATESQUE

GORILLA PRODUCTS, LLC D/B/A SLATESQUE
1900 Gulf Street, Lamar, MO 64759