

# F-WAVE<sup>®</sup> REVIA<sup>®</sup> Synthetic Roofing Shingles

## I. Warranty Coverage and Coverage Periods:

### A. DEFINITIONS

1. “Complete Protection (Non-Prorated) Period” means the non-prorated coverage period, as determined by structure type and owner pursuant to Section I.B.
2. “Labor Cost” means the reasonable cost of labor for cleaning, repairing, or installing replacement Shingles, excluding the cost of tear-off, removal or disposal of any Shingle(s), and shall not exceed the original installation cost, and subject to other provisions described herein.
3. “Remaining Coverage Period” means the time of coverage remaining after the expiration of the Complete Protection (Non-Prorated) Period.
4. “Prorated” means a reduction in the value of the Shingles based upon the months of installed usage already enjoyed by the owner of the roof and the number of months remaining in the warranty.
5. This “Limited Warranty” means the Standard Product Limited Warranty described herein.
6. “Shingles” means F-WAVE<sup>®</sup> manufactured REVIA<sup>®</sup> branded synthetic roofing shingles.

### B. TYPES OF COVERAGE AND CORRESPONDING COVERAGE PERIODS

- 1. FWAVE Complete Protection (Non-Prorated Coverage) Period** – 10 or 15 years, varies by structure type and owner according to Sections I.B.1.a. and I.B.1.b.
  - a. Single-family detached home owned by individual(s) – 15 years of ownership, non-prorated, Labor Cost included.
  - b. Other structure types and owners not included in Section I.B.1.a. – 10 years of ownership, non-prorated, Labor Cost included.
  - c. Note: The phrase “Complete Protection Period” refers explicitly to the non-prorated coverage period only and does not waive or otherwise cancel any of the provisions and requirements of the Standard Product Limited Warranty.
- 2. Remaining Coverage Period** – 30 to 35 years prorated period (following Complete Protection Non-Prorated Period), varies by structure type and owner according to Sections I.B.2.a. and I.B.2.b.
  - a. Single-family detached home owned by individual(s) – From year 16 to year 50 of ownership, 50% prorated at the beginning of Year 16 then further prorated by the factor  $n/600$  each year thereafter, with  $n$  being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.
  - b. Other structure types and owners not included in Section I.B.2.a. – From year 11 to year 40 of ownership, 50% prorated at the beginning of year 11 then further prorated by the factor  $n/480$  each year thereafter, with  $n$  being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.
- 3. Wind Resistance Coverage** – 10 or 15 years, varies by structure type and owner according to Sections I.B.3.a. and I.B.3.b. See the full terms and conditions of Wind Resistance Coverage in section J below.
  - a. Single-family detached home owned by individual(s) – 15 years of ownership, non-prorated, Labor Cost included.
  - b. Other structure types and owners not included in Section I.B.3.a. – 10 years of ownership, non-prorated, Labor Cost included.
- 4. Class IV Hail Impact Resistance Coverage** – 5 years; single-family detached structures only and no other structure type and owner according to Sections I.B.4.a. and I.B.4.b. See the full terms and conditions of Class IV Hail Impact Resistance Coverage in section K below.
  - a. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included.
  - b. Other structure types and owners not included in Section I.B.4.a. – no Class IV Hail Impact Resistance Coverage.
- 5. Algae Resistance Coverage** – 10 or 15 years, varies by structure type and owner according to Sections I.B.4.a. and I.B.4.b. See the full terms and conditions of Algae Resistance Coverage in section L below.
  1. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 15 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor  $n/180$  each

year thereafter, with n being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.

2. Other structure types and owners not included in Section I.B.4.a. – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 10 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor  $n/120$  each year thereafter, with n being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.

**6. Color Fade Coverage** – 10 or 15 years, varies by structure type and owner according to Sections I.B.5.a. and I.B.5.b. See the full terms and conditions of Color Fading Coverage in section M below.

a. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 15 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor  $n/180$  each year thereafter, with n being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.

b. Other structure types and owners not included in Section I.B.4.a. – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 10 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor  $n/120$  each year thereafter, with n being the number of months remaining since the Shingles were installed, Labor Costs and other costs are not included.

## **II. Additional Terms and Conditions of Standard Product Warranty**

### **A. NOTICE REGARDING TRANSFERABILITY**

The original owner may transfer this Limited Warranty once during the life of this Limited Warranty to a purchaser of the structure on which the Shingles have been installed, subject to certain conditions. If this Limited Warranty is transferred for the only time during the Complete Protection Period, the Complete Protection Period will continue for the remainder of its duration. If this Limited Warranty is transferred for the only time after the end of the Complete Protection Period, the balance of the warranty period shall be reduced to 2 years from the date of the transfer and prorated from the original date of purchase by the amount of use already enjoyed. For this Limited Warranty to transfer and the second owner to obtain the benefits of this Limited Warranty, the second owner, within 60 days of the date of the real estate transfer, must contact 1-888-Go-FWAVE and provide written (a) proof of purchase of the Shingles, (b) the installation date of the Shingles, and (c) submit payment of the \$250.00 (USD) Limited Warranty transfer fee.

### **B. NOTICE REGARDING LEGAL RIGHTS**

This Limited Warranty applies only to products purchased and installed in the United States or Canada (excluding Quebec) and conveys specific legal rights and obligations. The owner of this Limited Warranty may have additional legal rights pursuant to the laws of the state, province or territory in which the Shingles were purchased or installed, or any applicable federal laws, and in such event, the rights of that state, province or territory shall apply.

### **C. NOTICE REGARDING WHO RECEIVES COVERAGE**

To receive the benefits of this Limited Warranty the structure and property on which the Shingles are installed must be located in the United States or Canada (excluding Quebec), and the holder of this Limited Warranty must be either the original purchaser and property owner on which the Shingles are installed or the property owner who acquired the property from the original purchaser and has received a transfer of this Limited Warranty pursuant to the conditions contained herein.

### **D. NOTICE REGARDING WHAT IS COVERED BY THE STANDARD PRODUCT LIMITED WARRANTY**

It is warranted that the Shingles are free from manufacturing defects that (a) materially affect the installed performance of the installed Shingles during the Complete Protection (Non-Prorated) Period; or (b) directly cause any leaks during the Remaining Coverage Period.

### **E. NOTICE REGARDING HOW LONG THE SHINGLES ARE COVERED**

Subject to this Limited Warranty requirements for Coverage and Transferability, the length of the WeatherForce® Advantage Standard Product Limited Warranty is comprised of (a) two defined periods for Single-Family Detached Homes owned by individuals: the (1) Complete Protection (Non-Prorated) Period and (2) Remaining Coverage Period; and two defined periods for all other type of structures with a steep-slope roof as outlined in The Standard Product Limited Warranty Period Table.

**WEATHERFORCE® ADVANTAGE STANDARD LIMITED WARRANTY PERIOD TABLE**

<b>Structure / Owner Type</b>	<b>Complete Protection (Non-Prorated) Period Years 1-15</b>	<b>Remaining Coverage Period Years 16-50</b>
Single-Family detached, free-standing home owned by individual(s)	100%, Non-Prorated, Material and Labor	50% Pro-Rated after year 15, n/600 for years 16-50. n = the numbers of months remaining since installed.
<b>Structure / Owner Type</b>	<b>Years 1-10</b>	<b>Years 11-40</b>
All other structures with a steep slope roof owned by individual(s) or other owner(s)	100%, Non-Prorated, Material and Labor	50% Pro-Rated after year 10, n/480 for years 11-40. n = the numbers of months remaining since installed.

**F. NOTICE REGARDING THE COMPLETE PROTECTION (NON-PRORATED) PERIOD**

From the date of purchase and when installed on a qualified structure and for qualified owner(s) as outlined in The Standard Product Limited Warranty Period Table, FWAVE will compensate the owner of the installed Shingles for the cost, as reasonably determined by FWAVE at its sole discretion, to repair, replace or recover the defective Shingles, subject to the condition that FWAVE has the sole discretion and right to arrange directly for the repair or replacement of the installed Shingles instead of compensating the owner. FWAVE reserves the right to discontinue or modify any Shingles, including the colors offered. Therefore, replacement Shingles provided under this Limited Warranty may not be an exact match. Even if the same color and style of Shingle is available, the product may not appear to be an exact match to the existing Shingles due to normal weathering, aging, and other factors.

If FWAVE decides to replace the Shingles, FWAVE will at its sole discretion and right either:

- a. compensate the owner of the Shingles for the cost to replace the affected shingles; or
- b. arrange directly to replace the affected Shingles.

If FWAVE decides to repair the Shingles, FWAVE will at its sole discretion and right either:

- a. compensate the owner of the Shingles for the cost to repair, replace, affix, seal or recover the affected shingles; or
- b. arrange directly to repair, replace, affix or seal the affected Shingles.

The total cost shall not exceed the initial cost of the shingles, plus the initial cost of installation as reasonably determined by FWAVE. Should FWAVE’s proposed method of repair, replacement, affixing or sealing of the affected shingles not be accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

THE COMPLETE PROTECTION (NON-PRORATED) PERIOD IS FOR MANUFACTURING DEFECTS ONLY AND DOES NOT APPLY TO WIND, CLASS IV IMPACT, ALGAE, OR COLOR FADE RESISTANCE. PLEASE REVIEW THE WIND RESISTANCE, CLASS IV IMPACT RESISTANCE, ALGAE RESISTANCE, AND COLOR FADING RESISTANCE SECTIONS OF THIS LIMITED WARRANTY FOR APPLICABLE COVERAGE.

**G. NOTICE REGARDING THE REMAINING COVERAGE PERIOD**

After the Complete Protection (Non-Prorated) Period expires, the Remaining Coverage Period shall begin. During the term of the Remaining Coverage Period, FWAVE will at its sole discretion and right either:

1. directly provide the owner with prorated compensation for the cost of any Shingles that FWAVE has determined contain a manufacturing defect; or
2. arrange directly for the repair or replacement of any Shingles that FWAVE has determined contain a manufacturing defect taking into account proration of the Shingles.

Other than provided above FWAVE, will not be responsible for any other costs (including, but not limited to, Labor Costs). The prorated compensation amount is 50% of the original cost after Year 15 from the original registered purchase date, then prorated annually by a factor of  $n/600$  – with  $n$  equal to the number of months that the Shingles have been installed (Year 11 for structures other than single-family, detached). FWAVE has the sole discretion and right to arrange directly for the repair or replacement of the installed Shingles instead of compensating the owner directly.

#### **H. NOTICE REGARDING OTHER STRUCTURES**

All coverage provided by this Limited Warranty depends upon the type of structure upon which the Shingles are installed and the owner of the structure. Class IV Impact Resistance coverage applies only to single-family detached homes that are owned by individual(s). In the event the Shingles are purchased and installed on any other type of structure (such as schools, apartment buildings, condominiums, etc.) or owned by non-individuals (such as corporations, partnerships, trusts, governmental agencies, religious organizations, etc.) the coverage period for this Limited Warranty will be 40 years from the original purchase date of the Shingles, and the Complete Protection (Non- Prorated) Period will be 10 years from the original installation date of the Shingles.

#### **I. NOTICE REGARDING EXCEPTIONS TO WARRANTY COVERAGE FOR DEFECTIVE SHINGLES**

FWAVE's obligation to compensate the owner of Shingles under this Limited Warranty – whether the compensation is for repair, replacement, recovery or the refund of a proration portion of the cost of defective Shingles as reasonably determined by FWAVE, are subject to the limitations established by this Limited Warranty. FWAVE will not provide compensation to the owner of the Shingles for any underlayment, flashings, or related work, including the removal and disposal of Shingles.

#### **J. NOTICE REGARDING WIND RESISTANCE COVERAGE**

FWAVE's Shingles include a non-asphaltic pressure sensitive sealant that when the Shingles are applied correctly according to FWAVE installation instructions will seal properly. The FWAVE installation instructions include the specific instructions for steep slope and high winds, which includes an air temperature above 50 degrees F (10 degrees Celsius) at the time of installation, proper nailing of 6 nails per shingle, and requires a Shingle surface temperature above 74 degrees F (23.3 degrees C) in order to seal properly. If the Shingles are installed during a period where the air temperature is below 50 degrees F (10 degrees C) they will not properly seal. Shingles which have not been installed correctly and have not properly sealed are not covered by this Limited Warranty. Shingles which are properly sealed will be covered under this Limited Warranty if they experience wind-damage as a result of recorded wind speeds up to 130-MPH (209.2-KPH) based on wind data or evidential proof from an independent public or private source chosen by FWAVE. This Limited Warranty shall apply for 15 Years from the original purchase date for a single-family detached, free-standing home owned by individual(s); 10 years from the original purchase date for all other structures with a steep-slope roof owned by individual(s) or other owner(s) – otherwise referred to as the Wind Coverage Period.

FWAVE is only liable for the reasonable cost of replacing or repairing wind-damaged or blown-off Shingles, and which may include the reasonable cost to manually seal or affix any unsealed Shingles. FWAVE will at its sole discretion and right either:

- a. compensate the owner of the Shingles for the cost to repair, replace, affix, or seal the affected shingles; or
- b. arrange directly to repair, replace, affix or seal the affected Shingles.

The total cost shall not exceed the initial cost of the shingles, plus the initial cost of installation as reasonably determined by FWAVE. Should FWAVE's proposed method of repair, replacement, affixing or sealing of the affected shingles not be accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

**K. NOTICE REGARDING CLASS IV HAIL IMPACT RESISTANCE COVERAGE**

FWAVE Shingles that are properly installed on single-family detached structures owned by individuals as reasonably determined by FWAVE, are covered for hail impact damage for up to 5 years from the date of installation, provided that all of the following conditions are met:

1. the damage has been caused by the impact of hailstones that do not exceed 2.0" (5.08 cm) in outer diameter size based on hail data or evidential proof from an independent public or private source chosen by FWAVE, and
2. the roof slope of the structure upon which the Shingles are installed is 4:12 (18.5 degrees) or greater, and
3. the underlying roof sheathing is a minimum 15/32 inch plywood or minimum 7/16 inch OSB roof sheathing designed for use in roof decks and supported by proper framing (trusses or rafters) and covered by ASTM rated synthetic roofing underlayment, and
4. for reroofing applications, the existing shingles must have been removed before installing the new Shingles, and
5. the owner, within 30 days of the date of the first hail impact occurrence, must have contacted 1-888-Go-FWAVE and reported the hail impact occurrence.

Provided all Class IV Hail Impact Resistance Coverage conditions above are met, FWAVE will at its sole discretion and right either:

- a. compensate the owner of the Shingles for the cost to repair or replace the affected shingles, plus the initial cost of installation, (including Labor Costs) as reasonably determined by FWAVE; or
- b. arrange directly for the repair or replacement of the affected Shingles. Repair may include the option to replace the affected Shingles.

The total cost shall not exceed the initial cost of the shingles, plus the initial cost of installation as reasonably determined by FWAVE. Should FWAVE's proposed method of repair or replacement of the affected shingles not be accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

Storms that produce larger than 2" outer diameter size hail for any length of time within 10 miles of the curb address will void the Hail Impact Resistance Coverage.

**L. NOTICE REGARDING ALGAE RESISTANCE COVERAGE**

Shingles which have been properly installed will be covered for a period of 10-15 years following the date of purchase against brown-black staining due to the growth of blue-green algae. FWAVE does not cover the effects of any other growth, such as mold, lichen, moss, and green algae. Should brown-black staining occur during the Coverage Period, the owner is entitled to the following:

1. During the first 5 years, FWAVE will at its sole discretion and right either:
  - a. compensate the owner of the Shingles for the cost to repair, replace or clean the affected shingles, plus the initial cost of installation, (including Labor Costs) as reasonably determined by FWAVE; or
  - b. arrange directly for the repair or replacement of the affected Shingles. Repair may include the options to clean or otherwise replace the affected Shingles.

The total cost shall not exceed the initial cost of the shingles, plus the initial cost of installation as reasonably determined by FWAVE.

2. Years 6-10 or 6-15, depending upon structure type and owner according to Sections I.B.5.a. and I.B.5.b, Labor Costs will not be covered and FWAVE will compensate the owner for the cost to repair or replace any Shingles that FWAVE has determined contain brown-black staining due to the growth of blue-green. Such compensation shall not exceed 50% of the initial cost of the affected Shingles. Repair may include the options to clean or otherwise replace the affected Shingles. FWAVE has the sole discretion and right to arrange for the repair or replacement of the installed Shingles instead of compensating the owner directly, taking into account proration of the Shingles.

Should FWAVE choose to repair or replace the affected shingles under clauses 1b. or 2. above and its proposed method of repair or replacement is not accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

**M. NOTICE REGARDING COLOR FADING COVERAGE**

After the Shingles have been properly installed, they may experience uniform color change due to normal weathering, sunlight exposure, air quality, geographic location, and other conditions which are not under the control of FWAVE or the owner of the installed Shingles. FWAVE defines normal weathering as uniform sunlight exposure, and other typical weather and atmospheric exposures which can typically cause exposed colored surfaces to fade, lighten, or what is sometimes referred to as “chalk.” Non-normal and otherwise non-uniform color change that in the reasonable judgement of FWAVE has occurred under the normal conditions referenced above (Qualified non-uniform color change) is covered only where the Shingles have received uniform exposures to sunlight and other typical weather and atmospheric conditions. Should Qualified non-uniform color change occur during the Coverage Period, the owner is entitled to the following:

1. During the first 5 years, FWAVE will at its sole discretion and right either:
  - a. compensate the owner of the Shingles for the cost to repair, replace or clean the affected shingles, plus the initial cost of installation, (including Labor Costs) as reasonably determined by FWAVE; or
  - b. arrange directly for the repair, replacement or cleaning of the affected Shingles. Repair may include the options to clean or replace the affected Shingles.

The total cost shall not exceed the initial cost of the shingles, plus the initial cost of installation as reasonably determined by FWAVE.

2. During years 6-10 or 6-15, depending upon structure type and owner according to Sections I.B.5.a. and I.B.5.b, Labor Costs will not be covered and FWAVE will compensate the owner of the Shingles for the cost – not to exceed 50% of the initial cost of the affected Shingles – to repair, replace, or recover the affected Shingles. Repair may include the options to clean or otherwise replace the affected Shingles. FWAVE has the sole discretion and right to arrange directly for the repair or replacement of the installed Shingles instead of compensating the owner directly, taking into account proration of the Shingles.

Should FWAVE choose to repair or replace the affected shingles under clauses 1b. or 2. above and its proposed method of repair or replacement is not accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

**N. NOTICE REGARDING WHAT IS NOT COVERED**

This Limited Warranty does not cover damage to Shingles or performance of any Shingles due to any causes that are not expressly covered by this Limited Warranty. Shingles are subjected to conditions and handling which may affect the performance of the Shingles and are beyond the control of FWAVE after they leave the manufacturing facility. This Limited Warranty explicitly does not cover any problems with non-defective Shingles that are caused by conditions and handling that are beyond FWAVE's control. Examples of conditions and causes that are not covered by this Limited Warranty include:

1. Acts of God, including, but not limited to: hail other than as provided herein by Section K of this Limited Warranty; strong and severe winds such as hurricanes and straight-line winds over the maximum wind speed allowed under our Wind Resistance Coverage; ice damming above any area of the roof above a properly installed leak barrier or flashings or snow or water that infiltrates through exhaust vents and any other roofing penetration;
2. Damage to the Shingles due to failure as a result of damage to or failure of the underlying roof structure, or damage due to an unsuitable underlying roof structure;
3. Excessive foot traffic on the roof;
4. Damage caused by natural and non-natural objects falling on the Shingles, such as tree limbs, golf balls, and remote control aircraft;
5. Improper or faulty installation of the Shingles as determined by FWAVE (installation must explicitly be in accordance with FWAVE written instructions and comply with local building codes);
6. Shading, variations in color of the Shingles, or discoloration caused by algae, fungus, lichen or cyanobacteria unless covered under the Algae Resistance Coverage provided by this Limited Warranty;

7. Improper and inadequate ventilation or roof drainage or any damage due to improperly designed attics. Please see FWAVE technical bulletins regarding attic ventilation and insulation, available at <https://fwaverroofing.com/resources/>;
8. Settling and movement of the structure upon which the Shingles are installed, or buckling or cracking of the underlying roof deck;
9. Leaks caused by pre-existing conditions, structural failures, or damaged areas on or near the roof that are not a part of the roofing system that includes the Shingles, such as chimneys that have loose and cracked mortar, skylight seams, and soil pipe boots that allow water to enter the roofing system or structure;
10. Improperly designed or installed gutter and downspout systems;
11. Damage to Shingles caused by any alterations made after completion of installation of the Shingles, including, but not limited to; structural changes, additions, equipment installations, power washing, painting and staining, or the application of cleaning solutions, coatings or other modifications to the Shingles;
12. Any damage caused by debris, resins or drippings from foliage and trees;
13. Any damage caused by animals and insects;
14. Improper storage, handling and other conditions which are beyond FWAVE's control; and
15. Any repair, recover or replacement costs that the owner incurs that have not been explicitly authorized in advance and in writing by a FWAVE authorized representative.

#### **P. NOTICE REGARDING THE CLAIMS PROCESS AND NOTIFICATION REQUIREMENTS**

To make a claim under this Limited Warranty, the owner of the Shingles must do so within 30 days after the potential problem has been discovered. To fully evaluate the claim FWAVE may request, at the Shingle owner's sole expense, that pictures of the Shingles and samples of the Shingles be provided to FWAVE for testing. If so requested, the owner of the Shingles must do so in order to remain eligible to make a claim under this Limited Warranty. To make a claim, please call 1888-Go-FWAVE and speak with the Warranty Claims Service Representative. If so requested, the owner of the Shingles must permit FWAVE or an FWAVE designee reasonable access to inspect the potential problem. If the owner of the Shingles chooses to repair, replace, or recover the Shingles before FWAVE has reached a final disposition on the claim, the claim will be denied.

#### **Q. SAVINGS AND SEVERABILITY**

To the extent that this Limited Warranty is inconsistent with applicable law, this Limited Warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Limited Warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Limited Warranty to effect the original intent of the parties as closely as possible while rendering the term and this Limited Warranty fully legal and enforceable. If a term in this Limited Warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this Limited Warranty, leaving the remainder of this Limited Warranty enforceable.

#### **R. NO MODIFICATION OF THIS LIMITED WARRANTY**

The terms of this Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act), except in writing, signed by an authorized officer of FWAVE. Other than such an authorized officer, nobody (regardless of whether a FWAVE employee, a contractor, an installer, or otherwise) has authority to act on behalf of FWAVE (for example to waive or modify this Limited Warranty, to make representations or warranties or to undertake any liability). This Limited Warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees, if any.

#### **S. LEGAL REMEDIES; LIMITATIONS ON LIABILITY AND DISCLAIMERS**

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, AND WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER BY STATUTE OR AT LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF FWAVE, ITS

PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, ATTORNEYS, AGENTS, AND ASSIGNS (COLLECTIVELY “F-WAVE”). IN NO EVENT SHALL FWAVE BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ANY DAMAGE TO THE PROPERTY, THE BUILDING, OR ITS CONTENTS, OR ANY INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF FWAVE’S PRODUCTS OR AS A RESULT OF ANY BREACH OF THIS WARRANTY. SOME STATES, PROVINCES OR TERRITORIES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CERTAIN OWNERS OF SHINGLES. NO ARBITRATION OR ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST FWAVE RELATING TO OR ARISING OUT OF THE SHINGLES OR THEIR PURCHASE SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAW) AFTER THE DATE OF PURCHASE. SOME STATES, PROVINCES OR TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN OWNERS OF SHINGLES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

**T. MANDATORY ARBITRATION; WAIVER OF TRIAL BY JURY; INDIVIDUAL CAPACITY; GOVERNING LAW** EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER, INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH, AN “ACTION”), BETWEEN THE OWNER OF THE SHINGLES AND FWAVE, INCLUDING ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, ATTORNEYS, AGENTS, AND ASSIGNS (COLLECTIVELY “FWAVE”), RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST FWAVE, THE OWNER OF THE SHINGLES MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT [WWW.ADR.ORG](http://WWW.ADR.ORG) OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO FWAVE AT 921 S. BURLESON BLVD, BURLESON, TX 76028 WITHIN THE TIME PERIOD PRESCRIBED BY LAW. FWAVE AND THE OWNER OF THE SHINGLES HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY’S INDIVIDUAL CLAIM. FWAVE AND THE OWNER OF THE SHINGLES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE OWNER OF THE SHINGLES AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON’S CLAIM, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. TO THE EXTENT APPLICABLE, THIS LIMITED WARRANTY SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE EXCLUSIVE FORUM AND VENUE FOR ALL ACTIONS ARISING OUT OF THIS CONTRACT SHALL BE THE TEXAS COURTS.

F-WAVE<sup>®</sup> WeatherForce<sup>®</sup> Advantage Standard Product Limited Warranty

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