WeatherForce® Advantage Standard Product Limited Warranty F-WAVE® REVIA® XTM™ 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® manufactured REVIA® XTM™ branded synthetic roofing shingles.
7. "Individual" means a single person who is a homeowner.

B. TYPES OF COVERAGE AND CORRESPONDING COVERAGE PERIODS

1. **F-WAVE® 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 (Non-Prorated) 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 or 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 linearly over 420 months. 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 linearly over 360 months. 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 homes 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.5.a. and I.B.5.b. See the full terms and conditions of Algae Resistance Coverage in section L 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 linearly over 120 months. Labor Costs and other costs are not included.
   b. Other structure types and owners not included in Section I.B.5.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 linearly over 60 months. 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.6.a. and I.B.6.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 linearly over 120 months. Labor Costs and other costs are not included.
   b. Other structure types and owners not included in Section I.B.6.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 linearly over 60 months. 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 (Non-Prorated) Period, the Complete Protection (Non-Prorated) Period will continue for the remainder of its duration and then is reduced and prorated linearly as per I.B.2. If this Limited Warranty is transferred for the only time after the end of the Complete Protection (Non-Prorated) 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, Caribbean, 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, Caribbean, 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 roof pitch 4:12 or greater as outlined in The Standard Product Limited Warranty Period Table.

WEATHERFORCE®ADVANTAGE STANDARD LIMITED WARRANTY PERIOD TABLE

Structure / Owner Type	**Complete Protection (Non-Prorated) Period Years 1-15**	**Remaining Coverage Period Years 16-50**
Single-family detached home owned by Individual(s)	100%, non-prorated, material and labor	50% prorated at the beginning of year 16 then further prorated linearly over 420 months
Structure / Owner Type	Years 1-10	Years 11-40
All other structures with a roof pitch 4:12 or greater, owned by Individual(s) or other owner(s)	100%, non-prorated, material and labor	50% prorated at the beginning of year 11 then further prorated linearly over 360 months

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:

a. directly provide the owner with prorated compensation for the cost of any Shingles that FWAVE has determined contain a manufacturing defect; or

b. 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 for a single-family detached home owned by Individual(s) is 50% of the original cost after Year 15 from the original registered purchase date, then prorated linearly monthly over 420 months. For structures other than a single-family detached home the prorated compensation amount is 50% of the original cost after Year 11 from the original registered purchase date, then prorated linearly monthly over 360 months. FWAVE has the sole discretion and right to arrange directly for the repair or replacement of the installed Shingles instead of compensating the owner.

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 purchase 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 to repair or replace 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 XTM™ Shingles include interlocking features that when installed correctly and according to FWAVE's installation instructions, provide immediate wind uplift protection. Wind Resistance Coverage applies for the following periods from the original purchase date:

a. 15 years from original purchase date for single-family detached homes owned by Individual(s)

b. 10 years from the original purchase date for all other structures or ownership types

These periods are non-prorated.

1. Conditions Required for Coverage

This Wind Resistance Coverage applies only if ALL of the following conditions are satisfied:

a. The shingles are installed strictly in accordance with FWAVE's written installation instructions and applicable building codes.

b. The roof deck (substrate) beneath the shingles is:

   i. structurally sound,

   ii. free from defects, deterioration, or damage, and

   iii. free of pre-existing nail holes, penetrations, or fastening defects at or near the fastening locations.

c. The shingles are installed using the minimum fastening requirements specified in Table 1 below.

d. The damage is caused solely by wind uplift acting on properly installed shingles.

Failure to meet any of the above conditions will void Wind Resistance Coverage.

2. Warranted Wind Speeds and Installation Requirements

Table 1 - Wind Coverage Limits

Installation Method	Minimum Fastening Requirement	Maximum Warranted Wind Speed
Standard fastening	Minimum 6 fasteners per shingle using 1 ¼" smooth shank nails	130mph
Enhanced fastening	Minimum 6 fasteners per shingle using 1 ½" ring shank nails	180mph
High-performance fastening	Minimum 6 fasteners per shingle using 1 ½" minimum 8-gauge raised-head screws (not countersunk)	Unlimited

Recorded wind speed is to be determined from wind data or evidential proof from an independent public or private source chosen by FWAVE. Coverage also remains subject to all other warranty exclusions and conditions.

3. What is covered

FWAVE is only liable for the reasonable cost of replacing or repairing wind-damaged or blown-off Shingles including Labor Costs and costs of materials. FWAVE will at its sole discretion and right either:

a. Arrange directly to repair or replace Shingles that have been blown off or physically damaged by wind uplift; or
b. Compensate the owner of the Shingles for the cost to repair or replace the blown off or physically damaged Shingles.

Repair may include the cost to seal or attach Shingles which are loose or have blown off due to wind uplift.

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 not be accepted by the owner, FWAVE will have no further obligations to the owner under this warranty coverage.

4. What Is Not Covered

This Wind Resistance Coverage does not apply to:

a. Improper installation or fastening of shingles, including the failure to follow FWAVE's installation instructions
b. Failure, movement, or deterioration of the roof deck or supporting structure
c. Corrosion or the failure of the fasteners
d. Wind speeds exceeding the applicable warranted limits in Table 1
e. Structure and roof damage resulting from a Tornado. For the purposes of this Warranty, "Tornado" means a violently rotating column of air extending from a thunderstorm to the ground, characterized by high-velocity winds, or as determined by the National Weather Service (NWS) or other recognized meteorological authority, including classification within the Enhanced Fujita (EF) Scale.
f. Damage caused by:
    i. structural failure of the building
    ii. impact from debris or foreign objects
    iii. alterations or modifications after installation
g. Any condition where the decking does not meet the requirements stated above

For the avoidance of doubt, if a wind event within the applicable limits specified in Table 1 above causes damage to the owner's home or structure, but does not result in damage to or failure of the Shingles, no coverage is provided under this Warranty for such damage.

K. NOTICE REGARDING CLASS IV HAIL IMPACT RESISTANCE COVERAGE

FWAVE Shingles that are properly installed on single-family detached homes owned by Individual(s) 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 as reasonably determined by FWAVE. If FWAVE chooses to replace the shingles, the initial cost of installation, (including Labor Costs) will also be included; 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 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, taking into account proration of the Shingles.

Should FWAVE choose to repair or replace the affected shingles under clauses L.1.b. or L.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 as reasonably determined by FWAVE. If FWAVE chooses to replace the shingles, the initial cost of installation, (including Labor Costs) will also be included; 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.6.a. and I.B.6.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 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, taking into account proration of the Shingles.

Should FWAVE choose to repair or replace the affected shingles under clauses M.1.b. or M.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, without limitation, 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); 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;
6. Installation of Shingles on roof slopes below 3:12. For purposes of this Limited Warranty, roof slope is determined by the ratio of vertical rise to horizontal run, such that a 3:12 roof slope means 3 inches of vertical rise for every 12 inches of horizontal run. Any roof slope area having a slope of less than 3:12 is excluded from coverage under this Limited Warranty. Where a roof contains both roof slope areas below 3:12 and roof slope areas of 3:12 or greater, coverage under this Limited Warranty is limited to the roof slope areas of 3:12 or greater;

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://fwaveroofing.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.
16. Damage caused by snow or ice movement, sliding snow, snow avalanches, ice shedding, snow loads, or the absence, inadequacy, design, installation, maintenance, or performance of snow-retention systems.
17. Leaks, staining, corrosion, rusting, deterioration, uplift, movement, or other damage arising from the selection, specification, compatibility, installation, design, condition, or performance of any fasteners, flashings, sealants, adhesives, snow-retention devices, metal components, or accessories not manufactured by FWAVE.
18. Vandalism, intentional damage, abuse, misuse, neglect, unauthorized alteration, or damage resulting from third-party activities.
19. Moss, lichen, vegetation, organic growth, accumulated debris, or any damage resulting from inadequate inspection, maintenance, cleaning, or repair of the roofing system.
20. Distortion, warping, deformation, melting, cracking, discoloration, or other damage caused by exposure to excessive heat or concentrated solar energy, including but not limited to reflected sunlight from windows, glazing systems, solar panels, metallic surfaces, flashings, mirrors or other reflective materials; magnification of sunlight; radiant heaters; heat-producing equipment; or heat accumulation resulting from inadequate ventilation or airflow beneath or around the roof assembly;
21. Except as expressly provided under Sections J (Wind Resistance Coverage), K (Class IV Hail Impact Resistance Coverage), L (Algae Resistance Coverage), and M (Color Fading Coverage), this Limited Warranty applies only to manufacturing defects in the Shingles. Any loss, damage, deterioration, discoloration, distortion, leak, or performance issue not directly caused by a manufacturing defect in the Shingles is excluded from coverage.

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

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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 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.

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