



## LIMITED WARRANTY

RE: **Project Manager:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

Subject to the limitations and conditions set forth herein, SlateTec, Inc. ("SlateTec") makes the following limited warranty (the "Limited Warranty"): For the duration of the Warranty Period, SlateTec warrants that the slate and Interlayment provided by SlateTec will be free from material and manufacturer's defects and will conform to the requirements of SlateTec's contract with the Buyer (the "Contract"). Slate Tec warrants its slate against surface delamination (extensive flaking) of the face of the slate and against substantial deterioration (softening) of the body of the slate. Characteristics inherent in slate, including but not limited to, variation in color, are not considered defects or a failure to conform to the requirements of the Contract. This Limited Warranty applies only to the slate and Interlayment furnished by SlateTec for the project at the Project. For the slate provided by SlateTec, the "Warranty Period" runs for **one hundred (100) years** from the date the slate is delivered to Buyer at the Project site. For the Interlayment provided by Slate Tec, the "Warranty Period" runs for **twenty (20) years** from the date installation at the Project site is completed.

### CONDITIONS APPLICABLE TO LIMITED WARRANTY

**Limitation on Warranty.** This Limited Warranty shall not be effective and will not apply if (1) the Buyer has not paid Slate Tec all amounts owed for the slate and the Interlayment supplied; (2) the Project is not completed; (3) the slate or Interlayment is misused, subjected to conditions not reasonably foreseeable by SlateTec, damaged by Buyer or others, used for a purpose for which they were not intended, mishandled, exposed to unusual weather conditions, altered in any way without SlateTec's written consent or improperly maintained; (4) Buyer repairs or replaces the slate or Interlayment without SlateTec's prior written approval or does not preserve and turn over to SlateTec any defective pieces of slate or Interlayment; or (5) Buyer fails to provide SlateTec with access as requested by SlateTec to investigate a claim under this Limited Warranty and to effect whatever remedy is provided pursuant to this Limited Warranty. In no event shall SlateTec be held responsible for any damages, liability or costs of any kind or nature occasioned by, arising out of, or related to normal wear and tear, the actions or omissions of others, including work or design by others, material installed by others, or inadequate design or construction by others.

**DISCLAIMER OF ALL OTHER WARRANTIES.** THERE ARE NO OTHER WARRANTIES, AGREEMENTS, ORAL OR WRITTEN, OR UNDERSTANDINGS THAT EXTEND BEYOND THOSE SET FORTH IN THIS LIMITED WARRANTY. SLATETEC SPECIFICALLY DISCLAIMS ANY AND ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY,

PERFORMANCE, OR FITNESS FOR A PARTICULAR PURPOSE. SLATETEC SPECIFICALLY DISCLAIMS ANY WARRANTIES ARISING FROM OR RELATED TO THE FURNISHING OF ANY SAMPLES, SHOP DRAWINGS, ALTERNATES OR SIMILAR SUBMITTALS TO BUYER. SLATETEC FURTHER DISCLAIMS ANY AND ALL WARRANTIES ARISING BY STATUTE OR BY LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. BUYER ACKNOWLEDGES THAT IT IS NOT RELYING ON ANY STATEMENT, AGREEMENT, WRITING, WARRANTY OR REPRESENTATION, WHETHER WRITTEN OR ORAL, OTHER THAN THE TERMS CONTAINED IN THIS LIMITED WARRANTY.

**Limited Warranty Claim Procedure.** All claims made by Buyer against SlateTec arising out of or related to this Limited Warranty must be made in writing to SlateTec within thirty (30) days following the expiration of the Warranty Period and no later than thirty (30) days following the date upon which the Buyer knew, or reasonably should have known, about the facts giving rise to the claim. Notice of such claims shall be sent to SlateTec at the following address: SlateTec Inc. P.O. Box 2015, Wheat Ridge, CO 80034. The notice shall, at a minimum, identify the name and address of the Project; the name of the party making the claim; and the facts and circumstances giving rise to the claim, including a complete and detailed description of all of the alleged defects in the slate or Interlayment. Buyer's failure to strictly comply with the warranty claim procedures set forth in this Limited Warranty shall constitute a waiver of any claims Buyer may have under this Limited Warranty.

**Limitation of Remedy.** If, after SlateTec has been given a reasonable opportunity to access the Project and investigate the claimed defect and SlateTec determines that the installation conforms to recommended application standards provided by SlateTec and the slate has been properly nailed in place using recommended National Roofing Contractors Association ("NRCA") standard for fastening natural slate, and SlateTec determines that the slate or Interlayment do not comply with the terms of this Limited Warranty, then SlateTec shall, at its sole option, replace the slate, or Interlayment or re-perform any defective services determined to be in breach of this Limited Warranty. If it elects to replace the slate or Interlayment, SlateTec shall not be liable for any labor costs. Buyer acknowledges and agrees that such repair, replacement, or reperformance shall be Buyer's sole and exclusive remedy, and the sole and total liability of SlateTec to Buyer, for any and all claims, losses, injuries, expenses, or damages, arising out of or related to this Limited Warranty. SlateTec shall not be responsible for, and shall bear no liability for, the costs and expenses of any labor or material costs associated with repairing the space or work surrounding or adjacent to the repaired or replaced slate or Interlayment. The repaired or replaced slate or

Interlayment provided pursuant to this Limited Warranty shall be subject to this Limited Warranty only for the remainder of the original Warranty Period, but shall not extend the Warranty Period. If SlateTec provides any of the remedies identified in this paragraph, then Buyer agrees that the limitation of remedy shall not have failed of its essential purpose. In no event shall SlateTec and its affiliates, officers, directors, employees, and agents be liable for any consequential, incidental, indirect, special, exemplary or punitive damages (including, but not limited to, loss of actual or anticipated profits, revenues or product; loss by reason of shutdown or non-operation of the Project; increased expense of operation of the Project, borrowing or financing; loss of tax credits or favorable tax treatment; loss of use or productivity), regardless of whether any such claim arises out of breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory. In no event shall SlateTec be liable to Buyer for any damages, claims, demands, suits, causes of action, losses, costs, expenses and/or liabilities in excess of an amount equal to fifty percent (50%) of the amount paid to SlateTec related to the slate or Interlayment regardless of whether such liability arises out of breach of contract, guarantee or warranty, tort, negligence, product liability, indemnity, contribution, misrepresentation, strict liability, equity or any other legal theory.

**Assignment.** This Limited Warranty runs between the Buyer and SlateTec only. It is not assignable or transferable to a successor, assign, or another owner or buyer, except that Buyer may make one transfer within two (2) years of the date of the Warranty Period begins to run. Transfer of this Limited Warranty has to be submitted in writing to SlateTec Inc. within (60 days) of transfer to new owner and continues through the original warranty period of the original sale date.

**Expiration of Limited Warranty.** Following the expiration of the Warranty Period, SlateTec shall have no liability for any claims, damages, losses, or expenses relating to defects or deficiencies in the slate or otherwise relating to the performance, condition, deficiency, or sufficiency of SlateTec's performance or its goods or Services, whether arising in breach of contract or warranty, tort, negligence, product liability, misrepresentation, indemnity, contribution, strict liability, equity, or any other legal theory.

**Governing Law; Dispute Resolution.** This Limited Warranty shall be interpreted and governed by the laws of the State of Colorado, without regard to its choice of law provisions. Any claim or dispute related to this Limited Warranty shall be settled by arbitration under the Construction Industry Arbitration Rules of the American Arbitration Association. The arbitration shall be held in the City of Wheat Ridge, CO. The arbitration shall be held in the English language, and the award shall be final and binding upon both parties, and may be entered in any court having jurisdiction thereof.

SLATETEC, INC.

Signature

Date

Mike McDonough President