

# LIMITED LIFETIME (AS DEFINED HEREIN) WARRANTY ON MODULAR STEEL ROOFING PANELS FOR RESIDENTIAL AND COMMERCIAL INSTALLATIONS

THIS LIMITED WARRANTY (the "Warranty") APPLICABLE TO PRODUCT INSTALLED IN RESIDENTIAL<sup>1</sup> AND COMMERCIAL<sup>2</sup> INSTALLATIONS PROVIDES YOU WITH SPECIFIC LEGAL RIGHTS. IN CASE YOU ARE A CONSUMER<sup>3</sup>, YOU MAY ALSO HAVE SOME OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. THE WARRANTY CAN ALSO BE FOUND ONLINE AT [www.worhouse.com](http://www.worhouse.com) OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

PROVIDING THE INSTALLATION OF WORTHHOUSE ROOFING SYSTEM IS PERFORMED ACCORDINGLY WITH THE INSTALLATION MANUAL (AVAILABLE AT [www.worhouse.com](http://www.worhouse.com)) WE WARRANT THAT DURING THE WARRANTY PERIOD (as defined herein), THE PRODUCT WILL (1) REMAIN FREE FROM ACTUAL MATERIAL AND MANUFACTURING DEFECTS THAT WOULD ADVERSELY AFFECT THE PERFORMANCE OF THE PRODUCT; (2) BE RESISTANT TO NAMED HURRICANE BLOW-OFFS IN WIND VELOCITIES UP TO 200 MILES PER HOUR; AND (3) NOT BECOME PENETRATED, CRACKED OR SPLIT AROUND THE POINT OF IMPACT BY HAIL STONES OF LESS THAN 2 INCHES IN DIAMETER OR UPON BEING ACCIDENTALLY HIT BY A STANDARD SIZE GOLF BALL, PROVIDED THAT SUCH IMPACT OR A HIT MAY CAUSE DENTS, WHICH WILL NOT CHANGE THE PROPERTIES OF THE PRODUCT, AND WILL NOT AFFECT THE TIGHTNESS OR CAUSE PREMATURE AGING OF THE PANELS. PLEASE, NOTE THAT SUCH DENTS ARE EXCLUDED FROM THIS WARRANTY, AND WORTHHOUSE SHALL NOT BE LIABLE FOR THEM, AND THIS WARRANTY DOES NOT APPLY TO ANY DAMAGES TO THE PRODUCTS OR ANY OTHER PROPERTY BECAUSE OF ANY REASON OTHER THAN THE SPECIFIC DEFECTS IN ACTUAL MATERIALS DEFINED HEREIN.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, AND HEREBY WE EXCLUDE ALL SUCH IMPLIED WARRANTIES,

INCLUDING WITHOUT LIMITATION: THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE FROM THE SCOPE OF THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO PROVIDING PRODUCT TO REPLACE DEFECTIVE PRODUCT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

## WHO MAY USE THIS WARRANTY?

WORTHHOUSE INC., a Delaware corporation, located at address 321 Mills Rd, Waynesboro, GA 30830 ("We", or "Worhouse") extends this Warranty only to the client or the consumer, who originally purchased the product ("You"). Unless this Warranty provides otherwise, this Warranty might be transferred only once (1) within the first twenty (20) years after the Products' initial installation (ten (10) years in case of the Costal Line Installation, defined hereunder) to any subsequent owner thereof, provided that the requirements set forth in Section "WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?" of this Warranty were satisfied.

## WHAT DOES THIS WARRANTY COVER?

This Warranty covers defects in materials and workmanship (for the avoidance of any doubts – this Warranty does not apply to installation of the Products) of the modular steel roofing panels (the "Product") for the Warranty Period as defined below.

## WHAT DOES THIS WARRANTY NOT COVER?

This Warranty does not cover any damage due to: (1) defects, movement or subsidence in the structure on which the roof is installed; (2) abusive foot traffic resulting from a variance in the instructions available at: [www.worhouse.com](http://www.worhouse.com); (3) any application of cleaning solutions, paints, coatings or modifications of any kind; (4) misuse, neglect, or improper handling during or after installation; (5) failure to follow instructions included in our Installation Manual or manuals available at: [www.worhouse.com](http://www.worhouse.com); (6) failure to follow Transport and Storage

Instructions for Goods Purchased from Worthouse available at: [www.worhouse.com](http://www.worhouse.com); (7) failure to follow our maintenance instructions available at: [www.worhouse.com](http://www.worhouse.com); (8) force majeure (which shall include any of the following events: (i) acts of God; (ii) floods, fires, earthquakes, explosions, or other natural disasters; (iii) wars, invasions, hostilities (whether war is declared or not), terrorist threats or acts, riots, or other civil unrest; (iv) governmental authority, proclamations, orders, laws, actions, or requests; (v) embargoes or blockades; (vi) epidemics, pandemics, or other national or regional public health states of emergency; (vii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (viii) shortages of supplies, adequate power, or transportation facilities; or (ix) other similar events beyond the reasonable control of the parties); (9) corrosive conditions, including, but not limited to air contaminated by chemical vapors, contamination, acid rain, salinity tineatmosphere (salt fog), wood impregnates causing corrosion of metals, contaminants of animal origin; (10) the contact of Product with corroded objects, elements made of copper and with liquid flowing out of copper pipes; (11) shading or discoloration caused by fungus, mold, lichen or algae, mold growth or other organic or non-organic contaminants; (12) transportation; (13) storage; (14) normal wear and tear; (15) natural aging process resulting in slight fading, chalking or small cracks at folds and edges (which is deemed normal and does not constitute a defect); (16) modifications, alterations or change in design or function after the Product has left Worthouse, except when the alteration is required by the manufacturer's installation instructions; and (17) unauthorized repair. This Warranty is only applicable in case Product is installed in properties located in the territorial United States of America.

## WHAT IS THE PERIOD OF COVERAGE?

This Warranty starts on the date of your purchase and lasts for the lifetime of the Product, which for the sake of this Warranty shall be deemed to last fifty (50) years from the date of the purchase for coated products, and thirty (30) years from the date of the purchase for Magnelis, and in case of the installation of any Product

<sup>1</sup> In this Warranty, "Residential Installation" shall mean installation and use of Product (as defined herein) for personal, family, or household purposes.

<sup>2</sup> In this Warranty, "Commercial Installation" shall mean installation and use of Product (as defined herein) for any purpose other than personal, family, or household purposes.

<sup>3</sup> In this Warranty, "Consumer" shall mean a buyer (other than for purposes of resale) of Product (as defined herein) for use in Residential Installation.

within Three Thousand Feet (3,000 feet) from a coastal line (the "Costal Line Installation"), this Warranty shall be deemed to last accordingly thirty (30) years for coated products and twenty (20) years for Magnelis therefrom (the "Warranty Period"). The Warranty Period is not extended if we provide product to replace defective Product. We may change the availability of this Warranty at our discretion, but any changes will not be retroactive. Dealers, distributors and/or installers of the Product are not authorized to extend or modify the terms of this Warranty in any manner.

## WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

With respect to any defective Product during the Warranty Period, we will, in our sole discretion, provide product to replace such defective Product (or the defective part thereof) free of charge, provided that our liability shall be limited to the reasonable cost of materials only for the Product replacement. However, please note that color variations may exist between Products manufactured at different times, and we may discontinue or change the design of a particular product profile. In such an event, we will replace the defective Product with a Product of similar design and color or shade, and this Warranty shall not be deemed to apply to any differences in colors resulting from differences in colors and shades between Product bought at the same time, or newly installed Product resulting from this Warranty. The Warranty Period does not apply to any Product that has been subject to replacement by Worthouse under this Warranty, except as required by law.

## HOW DO YOU OBTAIN WARRANTY SERVICE? REGISTRATION AND TRANSFERABILITY

To obtain warranty service, you must follow the below procedure: (1) First, you must download the Warranty registration form from the Worthouse website at: [www.worthouse.com/warranty](http://www.worthouse.com/warranty); (2) Then within ninety (90) days from the date of purchase of the Product a filled-out Warranty registration form has to be emailed to [warranty@worthouse.com](mailto:warranty@worthouse.com), along with the bill of purchase, and a photo showing the Product code printed on the back side of one of the panels. Warranty issued accordingly to data provided in filled-out warranty form will be emailed back to the sender. The initial owner may transfer this Warranty to a subsequent property owner only during the first twenty (20) years after the Products' initial installation (ten

(10) years in case of the Costal Line Installation), which shall become a limited warranty for years 21-50 (11-30 in case of the Costal Line Installation). To be effective, the transfer information (including: property address, data of the initial owner, and the subsequent owner and a copy of the original proof of purchase) must be emailed to Worthouse to the following email address: [warranty@worthouse.com](mailto:warranty@worthouse.com) within thirty (30) days from the transfer of the title to the property. The transfer may be effective only upon the roof inspection performed by Worthouse or any third party approved by Worthouse, if such inspection does not reveal any reasons that prevent the warranty from being transferred. Any further transfers will void this Warranty; (3) During the Warranty Period, and within thirty (30) days from the date of detecting any alleged defect, you must submit your complaint in writing, with a copy of the original proof of purchase attached thereto, and email it to Worthouse to the following email address: [warranty@worthouse.com](mailto:warranty@worthouse.com). The notice must contain the name and address of the owner of the allegedly defective Product, describe the alleged defect in detail, and must include photographs depicting the alleged defect.

LIMITATION OF LIABILITY THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS WARRANTY.

OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL VALUE OF THE DEFECTIVE PRODUCT, NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE UNDER THIS WARRANTY, OR BEYOND THE WARRANTY PERIOD, OR BEYOND THE TERM PRESCRIBED BY THE LAWS OF THE STATE IN WHICH THE PRODUCTS ARE SOLD IF THAT TERM IS SHORTER THAN THE WARRANTY PERIOD HEREUNDER.

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.

## WHAT CAN YOU DO IN CASE OF A DISPUTE WITH US?

The following informal dispute resolution procedure is available to you if you believe that we have not performed our obligations under this Warranty: (1) Any controversy or claim arising out of or relating to this Warranty, or breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Construction Industry Arbitration Rules. The arbitration shall take place before a panel of three (3) arbitrators sitting in Chicago, Illinois. The arbitrators award may be entered in any court having jurisdiction thereof. (2) This Warranty shall be governed and construed in accordance with the law of the state of Delaware without regard to conflict of law. Unless otherwise prohibited by law, venue shall be in Chicago, Illinois. (3) WORTHOUSE SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, INDIRECT, LOSS OF PROFITS, PUNITIVE DAMAGES OR ATTORNEYS' FEES. IN SOME STATES THIS LIMITATION MAY NOT APPLY TO YOU. (4) This Warranty gives the original purchaser of the Product specific legal rights and, you may also have other rights under state or federal law. (5) Worthouse specifically and explicitly disclaims the applicability of the Magnusson-Moss Warranty Act to the Product. (6) If any provision of this Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.