



Limited Warranty



RoofScreen Mfg., Inc. ("Seller") warrants the materials sold under the brand names RoofScreen® and Silverback Solar® ("Products") sold to **Customer Name** ("Buyer") for the project named **Project Name** located at **Project Address** ("Project") according to the provisions and conditions stated in this document.

1. Stipulations

- a. This warranty covers Products provided by Seller against failures as described in section 2.a, for coverage period as listed in section 5. The validity of the warranty is conditional upon the following:
 - i. The Products have been transferred to Buyer with good title.
 - ii. The Products have been transferred free from any damage or defects, and no written notice or claim from Buyer, and written acknowledgement from Seller exists, stating such damage or defects were present at time of legal transfer.
 - iii. Project design, shop drawings and engineering calculations must be provided by Seller prior to installation of Products to qualify for coverage periods listed in sections 5.a.i, 5.a.ii and 5.a.iii. Otherwise, coverage period listed in section 5.a.iv will apply.
 - iv. Products must be installed in strict accordance with all details, calculations and instructions provided by Seller.
 - v. Installation must be performed by professional contractor with a valid state contractor's license covering installations of such types of systems.
 - vi. Claims under this warranty must be delivered to Seller in writing within thirty (30) days from the date of discovery of the condition prompting the claim.

2. Coverage

- a. Products are warranted against structural failure due to cracking, buckling, bending, tearing or corrosion arising under normal use and environmental conditions, for the applicable coverage period listed in section 5.

3. Exclusions

- a. Panels, louvers or other facing materials (panel and louver warranties may be provided separately when available).
- b. Products, components, or parts not provided by Seller, whether or not such parts are integral to the design or functionality of the Products.
- c. Damage, corrosion or failure caused by faulty installation.
- d. Damage, corrosion or failure caused by disruption of the product coatings after delivery.
- e. Damage, corrosion or failure caused by improper handling and/or storage.
- f. Corrosion, pitting, rust, peeling, oxidation and chipping not causing structural failure.
- g. Consequential damage to the interior, exterior or contents of the structure including but not limited to water damage regardless of cause.
- h. Damage, corrosion or failure caused by chemical attack.
- i. Damage, corrosion or failure caused by unusual environmental conditions including, but not limited to excessive moisture, humidity, salty or acidic conditions, or standing, misting or spraying water.

- j. Damage and consequential damage caused by extreme weather or seismic conditions (extreme conditions defined as those exceeding the design criteria set forth by local codes, and used in performing structural calculations for the Project).
- k. Damage and consequential damage caused by flood, fire, lightening, hail, “acts of God”, vandalism, civil disobedience, acts of war, negligence, misuse, abuse and other contingencies beyond the control of Seller.
- l. Damage caused by unauthorized attachments or modifications.
- m. Products that have been altered or used in ways inconsistent with Seller's printed specifications, installation instructions and project engineering documents.
- n. Products that have been disassembled or moved from their original installation.
- o. Labor or equipment to receive and replace Products covered under warranty.
- p. Transportation costs in connection with returned Products or delivery of replacement Products.

4. Commencement of Coverage

- a. The warranty period begins upon substantial completion of the project with the following limitations:
 - i. Projects located 2 miles or greater from salt or brackish bodies of water:
 - 1. Materials stored outside for more than 15 days must be kept clean, dry, and adequately protected from the elements.
 - 2. Substantial project completion must be achieved within 180 days of the product ship date by Seller.
 - ii. Projects located less than 2 miles from salt or brackish bodies of water:
 - 1. Materials stored outside must be kept clean, dry, and adequately protected from the elements at all times.
 - 2. Substantial project completion must be achieved within 90 days of the product ship date by Seller.

5. Period of Coverage

- a. The warranty period remains in force for the period shown below:
 - i. Products installed on projects located 2 miles or greater from salt or brackish bodies of water: (20) years.
 - ii. Products installed on projects located greater than 1 mile but less than 2 miles from salt or brackish bodies of water will be warranted for (5) years, except for aluminum, stainless steel or copper Products which will be warranted for (20) years.
 - iii. Products installed on projects located 1 mile or less from salt or brackish bodies of water will be warranted for (3) years, except for aluminum, stainless steel or copper Products which will be warranted for (20) years.
 - iv. Parts only orders purchased without design, engineering calculations and shop drawings provided by Seller: (1) year.

6. Limited Transferability

- a. This warranty is for the Products purchased for specific use on the Project referenced in this document and is applicable to the original Buyer. In the event that the original Buyer is not the owner of the Project and Products at the time of completion of original construction and installation, the warranty may be transferred to the new owner of the Project and Products. The warranty is non-transferable to subsequent owners of the Project or Products.

7. Resolution

- a. Buyer's exclusive remedy hereunder is limited, at Seller's sole discretion, to Seller's repair of the Products, or a pro-rata credit to be applied to the purchase of replacement Products from Seller at current market pricing.
- b. The amount of pro-rata credit will be equal to the original purchase price of the failed Products divided by the number of warranty years from the date of installation to the date of the warranty claim.
- c. Aluminum, stainless steel and copper Products are not subject to pro-rata credit and will be covered 100% for the full coverage period.
- d. Subject to availability, Seller will provide replacement Products covered under this warranty within (30) days of approved claim.
- e. Replacement products will be of equal or greater quality and usefulness as those being replaced. However, newer versions and designs, including finishes and colors may be used.
- f. Seller reserves the right to inspect the Project and Products to verify coverage under the terms of this warranty.
- g. In the event of an approved warranty claim, replacement of parts, or any other consideration in satisfaction of such a claim, will not extend the expiration date of the original warranty.

8. Exclusive Warranty and Limitation of Remedies

- a. THE FOREGOING WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- b. IN NO EVENT WILL ROOFSCREEN MFG. BE LIABLE FOR ANY SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT TORT, OR ANY OTHER LEGAL THEORY. DAMAGES THAT ROOFSCREEN MFG. WILL NOT BE RESPONSIBLE FOR INCLUDE, BUT ARE NOT LIMITED TO: LOSS OF PROFITS; LOSS OF SAVINGS OR REVENUE; LOSS OF USE OF THE PRODUCT OR ANY ASSOCIATED EQUIPMENT; COST OF CAPITAL; COST OF ANY SUBSTITUTE EQUIPMENT, FACILITIES, OR SERVICES; DOWNTIME; THE CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS; AND INJURY TO PROPERTY.

9. How to Make a Claim

- a. Notify Seller in writing, with a detailed description of the problem, within thirty (30) days of discovery of condition prompting the claim.
- b. Include the name and address of the Project where the Products were installed.
- c. Include the name, address and phone number of the contractor that installed the Products.
- d. Include the name, address and phone number of the company that originally purchased the Products (original Buyer).
- e. Include the name, address and phone number of the current owner(s) of the Project and Products.
- f. If you are not the Buyer or owner, please provide your name, address, phone number and your relationship to the owner or Buyer.
- g. Provide photographs of the defects or damage. Include enough photos to provide adequate perspective of the claim including close ups of specific damage, mid-range of

damage area and distance shots of overall project. Identify on mid-range and distance shots where damage occurred.

- h. Provide photographs and other evidence as necessary documenting that the materials were properly stored before installation, per section 4 above.
- i. Send information to RoofScreen Mfg. Inc., 347 Coral St. Santa Cruz, CA 95060. If you prefer to email the information, please call 866-766-3727 for contact email.

By: _____
Signature of Seller's Representative

Date: _____
Warranty Effectiveness Date