



## Limited 50 Year Warranty

The Tapco Group™ (TTG), a Headwaters Company, warrants to the original owner of a residential structure on which its GRAYNE™ Engineered Shake and Shingle (referred to in the remainder of this document as, the “product” or the “products”) are installed that the products will be free from manufacturing defects. TTG warrants that, when put to normal use, the products will not peel, flake, blister, erode, decay, or rot for 50 years subject to the pro-ration schedule below. TTG further warrants against any damage to the products caused by termites other insects or any rodent for the same 50 year period, again, subject to the pro-ration schedule below. Subject to the provisions that follow, provided that the purchaser of the Products retains ownership of the property on which the products are installed and is able to establish the date of purchase and installation and the original cost of both the defective products and their installation to TTG’s reasonable satisfaction, should any manufacturing defect occur during the warranty period, TTG will, at its sole option, either a) replace any defective products; or, b) refund a pro-rated share of the amount paid by the original purchaser for the defective products consistent with the pro-ration table below. For the first five (5) years after the purchase date, in the case of residential original owners, TTG shall also pay the cost of labor to complete the repair up to a maximum amount of \$125/square. The 50 year coverage in this warranty applies only to products installed on single family residential homes and does not extend to commercial properties (as defined below). The 50 year coverage offered by this warranty automatically ends upon the first to occur of the following: a) any transfer of the property after the date of installation of the products unless the warranty is transferred in strict compliance with the provision below; or b) the death of the last of the original owners of the property at the time of installation of the products on homeowner’s home.

No product replacement under this warranty will act to extend the warranty period as provided in this document. Any replaced product shall be warranted only for the duration of the warranty period applicable to the original products.

For any and all products purchased by, or installed upon, a commercial property (defined as any property that is not owned by a single family of owner occupants, the warranty period will be 10 years from the purchase of the product and the coverage extended shall be an amount equal to the reasonable cost of replacement material required to replace the defective product multiplied by the prorated percentage shown in the 50-year pro-ration schedule below, except that after the tenth anniversary of the purchase, all warranty coverage will expire. In any event, TTG reserves the right, at its sole option, in lieu of paying to repair, replace, or coat the defective products, to refund the amount paid by the original owner for the defective products plus the cost of the original installation of the defective products up to a maximum of \$125/square.

Transferability. If there is a change in ownership from the original owner to a new owner, this warranty may be transferred to the new owner provided that the transfer occurs during the first five years after the date of purchase of the warranted products. It may only be transferred by the individual owner who had the products installed to the individual to whom he sells his property. It may not thereafter be transferred again. To transfer rights under this warranty, the transferee must send to TTG reasonable evidence of: 1) the transfer of ownership of the property from the individual who originally had the products installed; 2) proof of the date of purchase of the products; 3) \$100 which is TTG’s fee to process the transfer. These items must be received by TTG within 60 days of the transfer of ownership of the property to the transferee of the warranty. Failure to do so within 60 days will void the warranty. In the event of a permitted transfer, the effective date of the warranty for pro-ration purposes will remain the date of original purchase of the warranted products by the original property owner. In the event of a qualified transfer, the permitted transferee shall be subject to pro-ration in the 50 Year Warranty Coverage Specification below to account for usage received. In any event, coverage provided shall in no event exceed the original purchase price of any defective material. The warranty protection provided against excessive fading is not transferable from the original property owner.

**Limitations.** This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of TTG, including but not limited to:

- Any failure to install the products in accordance with the manufacturer’s installation instructions and any defect or damage to the products or anything else that is caused by such installation
- Misuse, abuse, neglect or improper handling or storage;
- TTG disclaims any responsibility under this warranty should the customer choose to apply paint to the products.
- Impact of foreign objects, hail damage, fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God ;
- Defects in, failure of, or damage to the wall or material on which the product was installed caused by movement, distortion, cracking or settling of the wall or material or the foundation of the building;
- Distortion or warping due to additional or unusual heat sources, including without limitation, reflected light, specifically including but not limited to reflections from nearby windows (particularly, but not only, when such windows incorporate Low-E glass) whether such windows are the property of the homeowner or another party, and heat buildup caused by inadequate roof ventilation;
- Discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mold, mildew, exposure to harmful chemicals.
- Normal weathering resulting from exposure to the elements.

<sup>1</sup>This warranty is effective April, 2015 and supersedes all previously published versions of this warranty. It shall remain effective until such time as TTG publishes a subsequent superseding version at which time it shall have no further effect.

<sup>2</sup>The term “original owner” as used in this warranty shall refer to the owner of the structure upon which the Grayne products in question are installed at the time such products are purchased or to any party to whom such structure is conveyed within one year of such purchase.

<sup>3</sup>The term “square” as used in this warranty shall be as that term is used in the industry and refers to an area ten feet by ten feet or 100 square feet.



- Any other cause not involving manufacturing defects in the material manufactured by TTG;
- Warranty against excessive fading is for 10 (ten) years from the original purchase date and shall only be honored if fading is excessive as solely determined by TTG after an inspection.
- Any repair or replacement panels may have a gloss or color difference due to normal weathering and such difference is not considered defective;

Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which TTG has no control.

TTG shall have sole discretion to determine whether the product has faded beyond normal weathering as identified above. If the product is determined to have excessively faded, TTG will pay to repair or replace, at its option, the defective product. In any event, TTG reserves the right, at its sole option, in lieu of paying to repair or replace the excessively faded products, to refund the amount paid by the original owner for the excessively faded products plus the cost of the original installation of the excessively faded products up to a maximum of \$125/square.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF TTG. TTG HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL TTG BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM THE BREACH OF THE WARRANTY. TTG DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

TTG reserves the right to discontinue any color at any time.

**Customer Responsibilities.** GRAYNE products can be registered on-line at: [www.GRAYNE.com](http://www.GRAYNE.com). Online registration does not eliminate the other requirements of this section to file a claim, however. The warranty claimant must notify TTG within 30 days of discovering the basis for a claim under this warranty in writing and provide proof of the date of purchase, as well as proof of property ownership and/or an allowed transfer of ownership. All claims made under this warranty must be made by electronic submission to [www.GRAYNE.com](http://www.GRAYNE.com).

The owner may be required to submit a sample of any defective material to TTG for laboratory analysis. TTG will then investigate the claim and examine the material claimed to be defective. If a defect covered by this warranty is confirmed, TTG, within a reasonable amount of time after the inspection, will satisfy its obligations under this warranty.

TTG must be allowed a reasonable opportunity to determine and fulfill its obligations under this warranty before the homeowner or others make any repairs. The homeowner's failure to abide by the terms of this provision shall void any responsibility of TTG to pay for repairs or other work done by third parties.

<sup>1</sup> In the event of damage caused by any of the events identified in this line item during the warranty period, before any warranty coverage shall apply, it is the owner's responsibility to pursue the cost of replacement or repair of damaged products through homeowner's insurance and/or any other applicable insurance coverage. Any cost incurred by the owner in excess of the insurance contribution will be reimbursed by TTG (excluding any insurance deductible) except that TTG will not be liable for costs in excess of the value of the replacement products required to complete the repair. TTG will not be responsible for the cost of the labor required to install the replacement product or to remove and dispose of the damaged product. In any event, TTG reserves the right, at its sole option, in lieu of paying for replacement or repair costs, to refund the amount paid by the owner for the damaged products plus the cost of the original installation of the damaged products, both items subject to the pro-ration table below.

Fifty Year Warranty Coverage Schedule		
Number Of Full Years Since Date Of Purchase Of Warranted Product By Original owner	Share Of Purchase Price Of Products Paid By Original Owner That TTG Will Pay Toward A Covered Claim	Covered Items
0-5 years	100%	Product and labor
6-10 years	75%	Product
11-15 years	50%	Product
16-20 years	25%	Product
21-50 years	10%	Product