LIMITED LIFETIME WARRANTY

This is a limited manufacturer's warranty, which, subject to the terms and conditions herein described, Brava Roof Tile (hereinafter "Brava") extends to all original property owners or the first subsequent owner if this warranty was properly transferred for Brava roofing Products regardless of where the owner purchased the Products.

Limited Lifetime Warranty

Subject to the terms, conditions and limitations set forth below, Brava warrants to the original owner of the property on which the Products are installed, and to any party to whom such owner transfers ownership as permitted herein, for a "Lifetime" period of 50 years from the date of the original purchase of the Products. For this warranty term, Brava guarantees that the Products have been manufactured free from defects that materially affect performance when subjected to normal and proper use and installed according to manufacturers specifications.

Transferability

This warranty is transferable by the original owner **only once** during the first 25 years. To be a valid transfer: 1) the new Transferee owner shall fill out and mail the Warranty Transfer Form within thirty (30) days of the property transfer on which the Products have been installed.

Hail Warranty Coverage

Brava's Products are engineered and tested to meet UL 2218 Class IV impact rating. Warranty coverage does not apply to foreign objects as described in the "Limitations" section or hail with a greater diameter than 1 ½" as determined by the National Weather Service. In the event a claim for hail is covered under this warranty, the provisions of the "Remedy" section shall apply.

High Wind Warranty Coverage

Brava shall have no liability under this Limited Lifetime Warranty for Product damage resulting from or any way related to exposure to winds (i) in excess of 90, 110, or 130 mph depending on actual installation specifications used in the field; (ii) occurring after the first fifteen (15) years following application; or (iii) any time after the Products have been exposed to winds in excess of 90, 110, or 130 mph depending on actual installation specifications used in the field. Refer to installation guidance for standard and high wind installation specifications, requirements, and associated wind speed coverage. In the event a claim for wind is covered under this warranty, the provisions of the "Remedy" section shall apply.

Color Resistance Warranty Coverage

Brava's Products are engineered to the highest available standards to resist color fading, however, the color of materials subjected to elements of the outdoor environment may weather over time. The degree of weathering depends on several factors specific to the geographic area in which the materials are installed. This warranty shall cover, for any claim that is reported within **ten (10) years** from the date the Products were installed, any fading which is greater than four (4) Hunter units, as determined in accordance with ASTM D2244 and beyond what is typical of roofing materials installed in the geographical location where the Products are installed. In the event the change in color exceeds four (4) Hunter units but does not exceed, in Brava's sole discretion, what is typical for the geographic area, or a claim is made more than ten (10) years from the date the Products were installed, this warranty shall not apply. In the event a claim for fading is covered under this warranty, the provisions of the "Remedy" section shall apply.

Remedy

Brava assumes the obligation, in its sole discretion, to either: A) provide replacement products and installation costs to repair the affected portions of the roof, or B) refund the original purchase price of the Products, excluding freight and other related costs, or C) any other mutually agreeable resolution. In the event Brava selects Option A, installation costs shall include labor, flashing, metal

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work, underlayment, product disposal, and other related costs, provided however, that Brava's obligation to pay said installation costs shall not exceed the prevailing local rates, or $350 per one hundred square feet, whichever is lower. Furthermore, Brava reserves the right to approve the selection of any contractor enlisted by the Owner to perform the repair work. Notwithstanding the foregoing, one hundred and twenty (120) months from the date of the original purchase of the Products, Brava's sole responsibility shall be the issuance of a refund, which amount shall be a percentage of the original purchase price of the Products, which percentage shall be determined by dividing the number of months remaining in the warranty period by 600. Brava's refund after 120 months from the date of installation specifically excludes installation costs and other related costs. Any claim and/or replacement of Brava products will not extend the warranty period set forth above. Notwithstanding anything herein to the contrary, no benefit under this warranty shall accrue to any owner and Brava shall incur no liability under this warranty unless and until the Products have been paid for in full by the owner or its predecessor in title.

Insurable Risks

Before any coverage shall apply under this warranty, in the event of damage to Products caused by any insurable risk during the warranty period, the owner must first exhaust all efforts to pursue the cost of replacement or repair of all damaged Products through the owner's insurance coverage. Any costs incurred by the owner in excess of the insurance contributed by any source of insurance reimbursements (excluding insurance deductibles), will be reimbursed by Brava only to the extent such costs are otherwise permitted pursuant to this warranty.

Customer Responsibilities

To have a valid warranty, the original owner must complete the attached Warranty Registration Form within thirty (30) days of the completion of installation of the Products. For High Wind Installations, a copy of the High Wind Warranty Compliance Form must be completed and submitted with the registration. For any alleged warranty claims, the warranty claimant must notify Brava in writing within sixty (60) days after discovery of any manufacturing defect or covered damage. The warranty claimant must include proof of purchase (or proof of warranty transfer in accordance with this warranty), and proof of property ownership, along with such notice. Failure to timely notify Brava of any defect or damage shall nullify this warranty.

Limitations

This warranty does not apply to, and Brava shall not be liable for the following:

1. Improper installation or installation not in strict adherence to Brava's written installation instructions and specifications.
2. Damage to the roofing product due to causes beyond normal service and use, including, but not limited to:
    a. Acts of nature such as, but not limited to, fire, earthquake, flood, lightning, hurricane, tornado, derechos or other casualty.
    b. Wind velocities greater than 90 mph, 110 mph, or 130 mph depending on actual installation specifications used in the field. Refer to the "High Wind Warranty Compliance Form" for guidance associated with installation specifications and wind speed coverage.
    c. Impact of foreign objects including damage caused by objects blown onto the roof by wind, i.e., tree branches, hail in greater diameter than 1 ½" as determined by the National Weather Service.
    d. Improper storage, handling, or misuse of the Products.
    e. Vandalism.
    f. Inadequate ventilation.
3. Damage to the Products caused by alterations made after completion of the application, including, but not limited to, structural changes, equipment installation, painting or the application of cleaning solutions, coatings, solar panels, snow guards, or other modifications.
4. Installation of Products while the Product temperature is less than 32 degrees Fahrenheit.
5. Damage or loss caused by ice backup, ice damming or snow slides.
6. Damage or any failure of materials used as a base or sheathing over which the roof or Products are applied.
7. Damage to the Products caused by movement, structural damage, building defects (including walls, foundations, and roof decks), distortion, cracking or settling of the roof deck caused by the settlement of the building.
8. Discoloration or damage caused by masonry dust, chimney exhaust (including, but not limited to, ash), exposure to chemicals, paints, solvents, or metals including copper, zinc or any other metal that might discolor, shading or sap from trees, bushes, plants or natural vegetation, algae, fungi, insects, animals, lichen or cyan bacteria.
9. Damage to the interior or exterior of the building, including, but not limited to, mold growth.

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10. Inadequate roof drainage.
11. Distortion, warping, or damage related to additional or unusual heat sources, including without limitation reflections from windows or metallic surfaces, or heat buildup caused by non-compliance with local building codes covering roof ventilation. Compliant ventilation shall include, at a minimum, compliance with the International Roofing Code (IRC) or International Building Code (IBC).
12. Damage resulting from foot traffic, foreign objects, or from accessing the roof for construction, maintenance, or repair activities involving equipment or features including, without limitation, chimneys, ventilation systems, HVAC systems, satellite dishes, or antennae.
13. Any maintenance, repair, or replacement of the Products not authorized in advance by Brava.
14. Damage caused by, or the cost to repair or replace, products not sold by Brava, including but not limited to metal work and counterflashing.
15. Any other cause not involving inherent manufacturing defects in the materials supplied by Brava.

THIS WARRANTY CONTAINS ALL THE PROVISIONS OF YOUR REMEDIES AND REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES, OR OBLIGATIONS OF BRAVA EXPRESSED OR IMPLIED. THERE ARE NO OTHER WARRANTIES THAT EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF AND BRAVA MAKES NO WARRANTY, EITHER EXPRESSED OR IMPLIED, OR FITNESS FOR PARTICULAR PURPOSE, AND NO WARRANTY SHALL ARISE FROM A COURSE OF DEALING OR USAGE OF TRADE. IN NO EVENT SHALL BRAVA BE LIABLE FOR INCIDENTAL, SPECIAL, COLLATERAL, OR INDIRECT DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS, OR ITS OCCUPANTS, AND CONSEQUENTIAL DAMAGE OF ANY KIND, INCLUDING LOSS OF BUSINESS OR PROFITS AND INABILITY OF OWNER OR ANY OTHER PERSON TO USE THE ROOFING OR RE-INSTALLATION LABOR COSTS. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OF BRAVA IS AUTHORIZED TO MAKE ANY CHANGES OR MODIFICATIONS TO THIS WARRANTY. BRAVA'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIMS AGAINST IT ARE BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION.

Replacement Variations

Brava reserves the right to discontinue or modify any of its roofing products, including the color thereof without notice to the owner and shall not be liable to the owner as a result of any such discontinuation or modification. In addition, Brava shall not be liable in the event the replacement roofing product may vary in color in comparison to the original roofing product as a result of normal weathering or variations in color within a single batch or between batches (including between materials manufactured at different times.) If Brava replaces any roofing product under this warranty, it may substitute the roofing product designed by Brava to be of comparable quality or price range in the event the original roofing product purchased is no longer available.

Terms and Conditions

The owner's rights under this warranty, and Brava's corresponding liability, are subject to the following terms and conditions;
a) Products have been installed strictly in accordance with Brava's published application instructions; b) the registration certificate must be completed, signed by the installing contractor and returned to Brava within thirty (30) days after the completion of the installation; c) claims under warranty will be honored if submitted by registered or certified mail to Brava Roof Tile, PO Box 484, Washington, IA 52353 within sixty (60) days following the discovery of any defect covered by this warranty, with specific details in writing, and provided Brava or its agent are permitted a commercially reasonable opportunity to examine and analyze the material claimed to be defective. Brava may require the owner to submit, at the owner's expense, a photograph, or a sample of the defective material for analysis; d) an authorized representative of Brava shall approve of such claim in writing.

Eligibility

THIS WARRANTY, WHICH IS LIMITED AS INDICATED ABOVE, GIVES THE OWNER SPECIFIC LEGAL RIGHTS AND THE OWNER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. This limited warranty will not take effect unless all eligibility requirements have been satisfied, this warranty is registered to the Owner, and the roofing contractor has been paid in full.

Dispute Resolution

This warranty shall be interpreted and enforced in accordance with the laws of the state of Iowa. Any dispute arising from this warranty shall be resolved in the District Court of Johnson County, Iowa. Owner hereby agrees that it will not contest the jurisdiction of the District Court for Johnson County, Iowa to resolve any dispute related to this warranty.

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