



GERARD ROOF PRODUCTS, LLC

A Subsidiary of Headwaters Inc.

STANDARD LIFETIME LIMITED WARRANTY

Gerard Roof Products, LLC dba Gerard Roofing Technologies ("Gerard") is proud to offer this Standard Lifetime Limited Warranty (this "Limited Warranty") which we hope you will find clear and easy to understand. For more information, please visit our website at www.GerardUSA.com.

TERMS AND CONDITIONS

LIMITED LIFETIME COVERAGE: This Standard Lifetime Limited Warranty extends only to a purchaser of Gerard stone-coated steel panels ("Gerard Product") who has been issued a Limited Warranty Certificate and paid for the Gerard Product in full (the "Purchaser"), and to subsequent owners of the property to which the Gerard Product is originally affixed after purchase (the "Property"). Subject to the terms, conditions and limitations herein, Gerard hereby warrants that for the lifetime of the Gerard product, as defined as fifty (50) years, the Gerard Products will be free from manufacturing defects in workmanship and materials such that:

- Each Gerard Product (meaning each individual Gerard panel) will withstand winds of up to 120 miles per hour;
- Steel substrate on Gerard Products will not burn;
- The panel will not be penetrated by hailstones less than two and one-half inches (2 ½") in diameter; and
- The appearance of the surface coating of Gerard Products will not materially deteriorate beyond normal weathering and aging (including minor granule loss or minor fading) over the extended life of the warranty.

EXCLUSIVE REMEDY: In the event any Gerard Product fails to meet the above standards, Gerard shall at its sole discretion either repair or replace the defective panel including material (panels, associated trim and fasteners) and the labor associated to the defect. Gerard's liability shall be limited to a total expenditure not to exceed One-Hundred Seventy-Five Dollars per square (\$175.00/sq.) for the labor for the replacement cost of the particular defective panel(s), during the first twenty (20) years after installation. After 20 years and to the end of the warranty period, Gerard's contribution will be the reasonable cost of replacement material of the Gerard panel(s) only. Gerard reserves the right to require you to pay its reasonable costs and expenses incurred in performing any physical inspection of Gerard Products that are subject to a warranty claim, although any such payment will be refunded in the event of a valid warranty claim. Any repair or replacement by Gerard shall not extend the term of this warranty except as required by law or as agreed in writing by Gerard. This is the sole and exclusive remedy under this Limited Warranty, and in no event shall Gerard have any liability for any consequential, incidental, economic, indirect, and special or punitive damages or losses of any kind whatsoever. (Advisory: some states do not allow the exclusion or limitation of incidental or consequential damages). Gerard will attempt to replace defective panels with the same color or design; however, color variations may exist between panels manufactured at different times and Gerard may discontinue or change the design of a particular product profile. In any event, Gerard reserves the right to replace the defective panel with a panel of similar design and color.

REGISTRATION AND TRANSFER: The warranty must be registered by the Purchaser within ninety (90) days from the original installation. After the warranty has been registered by the Purchaser, this Limited Warranty automatically transfers to any and all subsequent owner(s) of the Property, and no notification or contact with Gerard is needed in order to transfer this warranty protection. This is a valuable provision of the Limited Warranty and enhances the value of the Property. Gerard encourages the Purchaser to keep this Limited Warranty as a permanent record in a safe place, along with the Warranty Certificate and/or Confirmation of Change, Warranty Request Card and all records relating to payment and installation.

NO OTHER WARRANTIES: This Limited Warranty is the only warranty given by Gerard as pertaining to this Standard Lifetime Limited Warranty, and no other warranties of any kind have been made with respect to the Gerard Products. No oral agreement or statement from Gerard or any of its representatives may alter or amend this warranty. (Advisory: some laws do not allow limitations on certain implied warranties). This warranty gives specific legal rights, and there may be other rights which vary from state to state.

CLAIMS PROCEDURE: If a problem is experienced with a Gerard Product that is believed to be covered by this Limited Warranty, please visit www.GerardUSA.com and fill out a warranty claim form. As a condition of coverage under this Limited Warranty, you must notify Gerard of any problem or defect within thirty (30) days of discovery to minimize damages that may occur from said defect.

OTHER TERMS, CONDITIONS, DISCLOSURES AND LIMITATIONS:

1. While Gerard expressly warrants that the Gerard Products are free from manufacturing defects as set forth above, the performance of your Gerard Product is largely dependent on the manner in which it is installed and cared for. Consequently, this Limited Warranty shall not apply to any of the following circumstances:
 - Damage caused by improper installation, improper or unbalanced ventilation or the installer's failure to follow Gerard's installation standards and instructions, or reasonable professional installation procedures as pertaining to this limited warranty. We recommend that you ask your installer or contractor about warranties covering installation, as Gerard's Standard Lifetime Limited Warranty does not in any way warrant or guarantee such services. We recommend that you have roofing products installed by a professional who has attended the Gerard's installation training courses, although such training is neither required for this warranty nor a guarantee of proper installation. To enhance your roof's performance, all Gerard products should always be installed by qualified experienced roofing professionals.
 - Gerard Products that have been damaged, modified, altered or changed in design or function other than standard installation practices after shipping from Gerard's facility, or used or installed for a purpose other than roofing.
 - Damage to both the exterior and interior of the project and its contents or change in appearance to the panel caused by any of the following: foot traffic or impact from foreign objects, climate-specific conditions (such as but not limited to mold, mildew and/or other growth), the application of cleaning fluids, coatings or chemicals not specifically approved and authorized by Gerard, or the failure or movement of any of the structural elements of the Property on which the Gerard Products are installed. This includes any structural failure or movement not contributed to the roofing material.
 - Gerard specifically excludes any incidental, special, indirect, or punitive damages, including for loss of profits, damage to the building or its contents, and attorneys' fees.
 - Gerard specifically disclaims applicability of the Magnusson-Moss Warranty Act
 - Gerard is not responsible for any failure other than manufacturing defect of the Gerard product.
2. Dealers, distributors and installers of Gerard Products are independent contractors and not agents of Gerard for any purpose, and are not authorized to extend other warranties on behalf of Gerard, or to modify the terms of this Limited Warranty in any manner.
3. Oral statements by Gerard employees do not constitute warranties, and may not be relied upon by any other person or entity.
4. This Limited Warranty shall be void in the event of repairs or modifications made by any person to the Gerard Products that are not first approved in writing by Gerard, except necessary temporary emergency repairs.
5. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force and effect.