

**Conklin Metal Industries**  
**Stamped Diamond Pattern Metal Shingles**  
**20-Year Limited Warranty**

**I. Definitions:** In this Limited Warranty certain capitalized words have specific meanings:

“**Certificate for Replacement Conklin Products**” means a certificate issued by Conklin and redeemable at participating distributors for a stated quantity of replacement Conklin Products of the same type and color as the Conklin Products which are to be replaced. If Conklin Products of the same type or color are no longer available, the certificate will be for the closest Conklin substitute available;

“**Maximum Liability**” means the maximum obligation of Conklin under this Limited Warranty. Conklin’s maximum obligation is to either: (a) provide the Owner with a Certificate for Replacement Conklin Products; or (b) in lieu of a Certificate, Conklin may, at its option, pay to the Owner the original cost of purchase of the Conklin Products;

“**Conklin Products**” means Conklin stamped diamond pattern metal shingles identified in this Limited Warranty which were installed on a building owned by the Owner;

“**Owner**” means the owner of the building at the time the Conklin Products are installed on that building. If you purchase a new residence and are the first person to occupy the residence, Conklin will consider you to be the Owner even though the Conklin Products were already installed;

“**Purchase**” means the retail purchase of the Conklin Products;

“**Conklin**” means Conklin Metal Industries;

“**Term**” means the period of time this Limited Warranty lasts. The Term begins on the date of Purchase and continues, unless sooner terminated, for period of twenty (20) years.

**II. Limited Warranty:** If Conklin Products are determined to have manufacturing defects which have directly caused a failure of the Conklin Products due to rupture or perforation of the metal, Conklin’s obligation under this Limited Warranty shall be the Maximum Liability, as defined above. The remaining cost shall be the responsibility of the Owner.

Conklin is not responsible for the cost of: flashings or metal work (other than Conklin Products) or removing, installing or disposing of Conklin Products. Replacement Conklin Products will be warranted only for the remainder of the original Term. Tender of payment of the prorated Dollar Limit Per Square shall extinguish all liability of Conklin under this Limited Warranty and all applicable implied warranties.

**III. Notification to Conklin:** The Owner must notify Conklin by certified mail at 236 Moore Street Atlanta, Georgia 30312 of any claims under this Limited Warranty within thirty (30) days following discovery of defects. The notice must include documentary proof of Purchase. Failure of the Owner to notify Conklin as provided herein shall extinguish all liability of Conklin under this Limited Warranty and all applicable implied warranties.

**IV. Right of Inspection and Claim Processing:** Conklin shall have a reasonable time after notification to inspect the Conklin Products. The Owner shall provide Conklin with reasonable access to the Conklin Products for purposes of inspection. If requested by Conklin, the Owner must complete and deliver to Conklin, at the Owner’s expense, the warranty questionnaire, photographs of the roof and samples of the Conklin Products. If reasonable access is denied or made subject to unreasonable conditions by the Owner, or if the Owner fails or refuses to cooperate in Conklin’s investigation of the claim (such as by failing to provide sample Conklin Products or photographs or the completed warranty questionnaire) Conklin’s obligation under this Limited Warranty shall immediately terminate. If Conklin determines there are manufacturing defects covered by this Limited Warranty, Conklin will have up to ninety (90) days after receipt of notification to process the Owner’s claim.

**V. Exclusions from Coverage:** Conklin shall not be liable under any circumstances for:

1. Faulty or improper application of the Conklin Products, inadequate roof deck slope and drainage or Conklin Products not installed or applied in accordance with Conklin written instructions or leaks or damages resulting from any one or more of such causes.
2. Damage to any building, either exterior or interior, or any property contained therein or for injuries or damages of any kind whatsoever.
3. Tear-off, removal, or disposal of Conklin Products, or for any costs related to such tear-off, removal, or disposal, unless otherwise stated in this Limited Warranty.
4. Removal or abatement of any asbestos present in the roof to which the Conklin Products are applied, or for any costs related to such removal or abatement.
5. Variations or natural changes in color, weathering, color fading, natural efflorescence, lifting, warping, imperfections or other changes.
6. Shading, discoloration or damage due to buildup of mildew, moss, algae, fungus, overhanging trees, leaves, needles, branches or other debris or damage resulting from repair or attempted repair by anyone other than Conklin or an authorized Conklin representative.
7. Leaks or damages resulting from Acts of God (including, without limitation, snow, ice, lightning, wind, hurricane, tornado, hail, or other violent storm or casualty), impact of objects, damage to the Conklin Products or to the roof due to settlement, distortion, failure or cracking of the roof deck, walls or foundation of a building, or for any defect in or failure of material used as a roof base over which the Conklin Products are applied or of other materials used in the application of the roof or for damage by traffic on the roof.
8. Damage to the Conklin Products as a result of exposure to standing water, salt spray, salt fog, fumes or chemicals, including, but not limited to, paints, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils or organic or inorganic polar materials.
9. Damage caused by improper handling, shipment, or storage, neglect, abuse, misuse or improper upkeep and maintenance.
10. Damage caused by insects and/or animals.
11. Damage caused by installation, maintenance or use of equipment installed on the roof, including, but not limited to, air conditioners, heating units, antennas, power lines or solar systems.
12. Conklin Products that have been painted or altered in a manner inconsistent with Conklin's recommendations.

**VI. Transferability:** The Owner may transfer this Limited Warranty one (1) time during the Term to a purchaser of the building upon which the Conklin Products are installed (a "**Purchaser**"). The transfer must occur simultaneously with the sale of the building. To transfer this Limited Warranty, the Owner must provide Conklin with written notice within thirty (30) days after the transfer. The written notice must include: (a) the names of the Owner and the Purchaser, (b) the address of the building upon which the Conklin Products are installed, (c) the date the Conklin Products were installed, (d) the date of the transfer, and (e) a transfer fee of \$100.00 in the form of a money order or certified check payable to Conklin Metal Industries. The Owner may transfer this Limited Warranty only one (1) time. Except for one transfer to a Purchaser, this Limited Warranty may not be sold, assigned or transferred in any manner whatsoever. Except as set forth in this paragraph, any assignment, sale or transfer of this Limited Warranty or the building to which the Conklin Products are applied shall immediately terminate all liability of Conklin for the Conklin Products, all warranties contained herein or hereunder and any applicable implied warranties including warranties of merchantability and fitness for a particular purpose.

## **VII. DISCLAIMERS:**

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF CONKLIN METAL INDUSTRIES.

IN NO EVENT SHALL CONKLIN BE LIABLE FOR SPECIAL, CONSEQUENTIAL (INCLUDING LOST PROFITS AND LOST REVENUE), INCIDENTAL OR INDIRECT DAMAGES.

SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE (1) YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS) AFTER THE DATE OF PURCHASE. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY

LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision which shall remain in full force and effect.

ANY ACTION BROUGHT BY YOU AGAINST CONKLIN WILL BE LITIGATED INDIVIDUALLY AND YOU WILL NOT CONSOLIDATE OR SEEK CLASS TREATMENT FOR ANY ACTION UNLESS PREVIOUSLY AGREED TO IN WRITING BY BOTH CONKLIN AND YOU.

NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF CONKLIN, OR ANY PERSON OTHER THAN CONKLIN'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR CONKLIN ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE CONKLIN PRODUCTS EXCEPT AS DESCRIBED HEREIN.

THIS FORM IS NOT TO BE COPIED OR REPRODUCED IN ANY MANNER. THIS LIMITED WARRANTY IS VALID ONLY IN THE UNITED STATES AND CANADA. CONKLIN PRODUCTS ARE SOLD AS IS AND WITH NO WARRANTIES OF ANY KIND IF USED IN OTHER JURISDICTIONS.

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