

PEAK 301 STANDARD MATERIAL WARRANTY

Dealer Name:	<u>VWP-2011-XXX</u>
Owner Name	<u>Sample</u>
Owner Address	<u>Sample</u>
Warranty Start Date:	<u>January 1, 20xx</u>

LIMITED WARRANTY. Subject to the terms and conditions set forth below, Colorbotics (“COLORBIOTICS”) warrants to the owner (the “Owner”) of the project identified at the address above (“Owner Address”) that the COLORBIOTICS-manufactured product PEAK 301 supplied by COLORBIOTICS (the “Product”), when installed at the Owner’s Address by a Fresh Roof, LLC approved dealer, will be free from defects in material under normal conditions and maintain shingle flexibility for a period of **six (6) years** from the warranty start date specified above (“Warranty Start Date”). COLORBIOTICS will replace the material used to the applicator for said roof, should a warranty claim be proven and approved.

LIMITATIONS. THE FOREGOING WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESSED OR IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. COLORBIOTICS does not authorize any person, including its representatives, to make any representations or warranty, condition or guaranty other than this warranty. Without limitation to the foregoing, any warranty concerning non-COLORBIOTICS materials or workmanship provided by the applicator installing the Product is enforceable against such applicator, and are not provided by, and are not enforceable against, COLORBIOTICS.

UNDER NO CIRCUMSTANCES SHALL COLORBIOTICS BE LIABLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES, WHETHER ARISING DIRECTLY OR INDIRECTLY FROM THE FAILURE OF ANY PRODUCT TO PERFORM AS WARRANTED OR FROM ANY OTHER CAUSE WHATSOEVER, WHETHER SUCH CLAIM IS BASED ON BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY. **COLORBIOTICS’ LIABILITY HEREUNDER SHALL IN ANY CASE BE LIMITED TO THE COST OF REPLACEMENT (IN THE FORM ORIGINALLY SHIPPED) OF DEFECTIVE PRODUCTS, OR, AT COLORBIOTICS’ ELECTION, THE REPAYMENT OF OR CREDITING TO OWNER OF AN AMOUNT EQUAL TO THE PURCHASE PRICE OF SUCH PRODUCTS.** The foregoing states the sole and exclusive liability of COLORBIOTICS and the sole and exclusive remedy of Owner.

CLAIMS. Any claim by Owner for any claimed defect hereunder for any cause shall be deemed waived by Owner unless submitted to COLORBIOTICS in writing within thirty (30) days from the date Owner discovers or should have discovered any claimed breach.

COVERAGE. This warranty does not cover failure of Product resulting from (A) accident, neglect, abuse or mishandling of the Product, including failure of Owner to use reasonable care in maintaining the Product; (B) natural occurrences and acts of God, including without limitation, earth quakes, tornadoes or explosions; (C) structural defects, or building alterations of the building on which the Product is applied; (D) the failure of or improper preparation or application of any material or component underlying or adjacent to the Product; (E) changes in the use to which the building is put unless approved in advance in writing by COLORBIOTICS; (F) subsequent work is performed on, to or through the Product after the installation date specified below unless done in a manner prescribed and accepted by COLORBIOTICS; (G) acts of vandalism; (H) chemical attacks on the Product; or (I) lack of proper drainage (J) Improper application of product, changing the Peak product in any way and poor mixing. (K) failure to submit warranty documentation after completion of roof.

ACCESS. During the Warranty Period, Owner shall grant COLORBIOTICS, its agent and employees’ free access to the Project during regular business hours for purposes of investigation or inspection of the Product. Owner hereby authorizes COLORBIOTICS to investigate or cause to be investigated the alleged failure of the Product on the Owner’s behalf. Should the alleged failure or remedy sought by the Owner be outside the scope of this warranty, Owner agrees to promptly reimburse COLORBIOTICS for the cost of any such investigation and related activities, including repair costs.

MISCELLANEOUS. COLORBIOTICS’ failure at any time to enforce or rely upon any of the terms of conditions stated herein should not be construed to be a waiver of its rights hereunder. This warranty may not be assigned without the prior written approval of COLORBIOTICS. This warranty shall be interpreted in accordance with the internal laws of the State of Illinois, without regard to the provisions concerning the conflicts of laws.