

LIMITED WARRANTY

PLASMA AND TECNO ROOF TILES

UNITED STATES

PLEASE READ THIS LIMITED WARRANTY CAREFULLY. This Limited Lifetime Warranty describes the exclusive express warranty provided by **CS – COELHO DA SILVA S.A.** for the Product identified below.

For purposes of this Limited Warranty:

- **“CS”** means **CS – COELHO DA SILVA S.A.**
- **“PRODUCT”** means CS Plasma and Tecno roof tiles.
- **“Owner”** means the original owner of the property in the United States on which the **PRODUCT** is installed, provided that the claimant can supply proof of the original purchase of the **PRODUCT**.

I. SCOPE OF WARRANTY

- 1- Subject to the terms, conditions, exclusions, and limitations set forth herein, **CS** warrants that the **PRODUCT** is free from inherent defects in materials and workmanship.
- 2- This warranty is limited exclusively to original purchasers in the United States of Plasma and Tecno roof tiles, the **“PRODUCT”**, and covers only defects in materials or workmanship during the specified warranty period.

II. WARRANTY PERIOD

Subject to the terms, conditions, exclusions, and limitations set forth herein, **CS** warrants to the original Owner, and to no other person, that the **PRODUCT** shall be free from defects that materially affect its performance under normal and proper use for a period of **fifty (50) years** from the date of the original purchase of the **PRODUCT** for the property on which it is installed.

III. EXCLUSIVE REMEDY

1. If **CS** determines, in its sole discretion, that a valid claim exists under this Limited Warranty, **CS** shall, at its sole option, either:
 - a. provide a replacement **PRODUCT**; however, this does not cover any installation labour costs required to repair or replace the affected tiles and the affected parts of the roof; or
 - b. refund the original purchase price of the **PRODUCT**, excluding freight and other related costs.
2. Any claim made under this Limited Warranty and/or any replacement of the **PRODUCT** shall not extend or restart the warranty period stated above.
3. **EXCEPT AS EXPRESSLY PROVIDED IN SECTION III.1(a), CS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, DAMAGE TO THE**

BUILDING, ITS CONTENTS, OR ITS OCCUPANTS, LOSS OF BUSINESS, LOSS OF PROFITS, LOSS OF USE, OR REINSTALLATION OR RELATED LABOR COSTS.

4. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY IMPLIED WARRANTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE APPLICABLE WARRANTY PERIOD SET FORTH IN THIS LIMITED LIFETIME WARRANTY.**
5. This Limited Warranty sets forth the Owner's sole and exclusive warranty rights with respect to the **PRODUCT** and supersedes all other warranties, liabilities, and obligations of **CS**, whether oral or written, express or implied, except as otherwise required by applicable law.

IV. INSURANCE COVERAGE

Before any coverage becomes available under this Limited Warranty, if the **PRODUCT** is damaged by a peril covered under an insurance policy maintained by the Owner during the warranty period, the Owner must first exhaust all reasonable efforts to obtain payment for the repair or replacement of the damaged **PRODUCT** through such insurance coverage.

Any costs incurred by the Owner in excess of the amount paid by any insurance reimbursement source, excluding insurance deductibles, shall be reimbursed by **CS** only to the extent such costs are otherwise recoverable under this Limited Warranty.

V. OWNER RESPONSIBILITIES AND CLAIM PROCEDURE

1. The claimant must notify **CS** in writing within **thirty (30) days** after discovery of any alleged manufacturing defect or other damage claimed to be covered under this Limited Warranty.
2. The written claim must include:
 - a. proof of original purchase;
 - b. a description of the alleged defect or damage;
 - c. photographs, if applicable; and
 - d. proof of ownership of the property on which the **PRODUCT** is installed.
3. Failure to provide timely written notice to **CS** shall invalidate this Limited Warranty to the fullest extent permitted by applicable law.
4. The Owner shall permit **CS**, or its authorized representative, to inspect the **PRODUCT** in order to evaluate the claim.
5. Claims under this Limited Warranty must be sent by registered or certified mail to:

CS – COELHO DA SILVA S.A.

Albergaria
2480-071 Juncal
Portugal

within thirty (30) days after discovery of the alleged defect, together with specific written details of the claim, and provided that **CS** or its agent is given a commercially reasonable opportunity to inspect and analyse the allegedly defective material.

6. **CS** may require the Owner, at the Owner's expense, to submit photographs or samples of the allegedly defective material for analysis.
7. No claim shall be valid unless approved in writing by an authorized representative of **CS**.

VI. EXCLUSIONS AND LIMITATIONS

This Limited Warranty does not cover any failure, defect, damage, loss, or deterioration resulting from, related to, or caused in whole or in part by any of the following:

- **Misuse or abuse**, including negligence, improper handling, improper storage, or use of the PRODUCT for purposes other than its intended purpose.
- **Conditions exceeding normal service and use**, including, without limitation:
 - a. wind speeds exceeding ____ mph (____ km/h) or ____ mph (____ km/h), depending on the installation method;
 - b. impact from foreign objects, including but not limited to tree branches;
 - c. earthquakes, floods, lightning, hurricanes, tornadoes, cyclones, windstorms, fires, accidents, or Acts of God;
 - c. Improper storage or misuse of the “PRODUCT”.
 - d. vandalism.
- **Improper installation**, including installation that does not strictly comply with applicable building codes, accepted trade practices, or CS’s written installation instructions.
- **Damage to the “PRODUCT”** caused by alterations made after installation is complete, including, but not limited to, structural changes, installation of equipment, painting, or the application of cleaning solutions, coatings, or other modifications; defects or failures in the materials used as the roof substrate; or movement, distortion, cracks, or settlement of the building’s walls and foundations;
- **Defects in or failure of the roof substrate, deck, base materials, or underlayment** over which the **PRODUCT** is installed.
- **Movement, distortion, cracking, or settlement** of the building, walls, foundations, roof structure, or roof deck.
- **Construction, maintenance, or repair activities**, including persons or equipment coming into contact with the roof in connection with chimneys, ventilation systems, HVAC systems, satellite dishes, antennas, or similar items.
- **Installation in unsuitable climate zones**, or damage caused by catastrophic weather events as recognized by the **National Weather Service**.
- Installation of the **PRODUCT** when the ambient temperature is below **0°C (32°F)**.
- Damage or loss caused by **ice buildup, ice dams, or sliding snow**.
- **Improper roof drainage**.
- **Exposure to chemicals**, fumes, vapors, pollutants, or airborne contaminants, including surface discoloration caused by air pollution.
- **Biological growth**, including algae, mold, fungi, moss, lichens, vegetation, or cyanobacteria.
- **Natural weathering**, including gradual surface discoloration due to sunlight, rain, and normal atmospheric exposure over time.
- **Discoloration** caused by chemicals, paints, solvents, metals including copper or zinc, tree sap, shade from vegetation, insects, animals, fungi, algae, lichens, or bacteria.
- Discoloration or damage caused by **chimney exhaust**, including ash.
- **Distortion or warping** caused by unusual or additional heat sources, including, but not limited to reflected heat from windows or metal surfaces, or heat buildup caused by inadequate roof ventilation or noncompliance with applicable building-code ventilation requirements.
- **PRODUCT** that has been **painted, varnished, coated, or otherwise altered** over the manufacturer’s original finish.

- **Fasteners**, including nails, screws, or other fastening devices, whether or not supplied by **CS**, and any damage caused by such fasteners.
- Damage resulting from **foot traffic** or access to the roof in connection with construction, maintenance, service, or repair work.
- Damage caused by maintenance, repair, replacement, or modification work performed by any person or entity to the extent such work caused or contributed to the claimed defect or damage.
- Any maintenance, repair, or replacement of the **“PRODUCT”** not previously authorized by **CS**.
- Any other cause not involving an inherent defect in **CS**-supplied materials or workmanship.

VII. DISCONTINUATION OR MODIFICATION OF THE PRODUCT

1. **CS** reserves the right to discontinue or modify the **PRODUCT**, including colours, at any time and without prior notice to the Owner, and **CS** shall not be liable to the Owner as a result of such discontinuation or modification.
2. If **CS** provides replacement **PRODUCT** under this Limited Warranty, **CS** shall not be liable for differences in colour, shade, or appearance between the replacement **PRODUCT** and the original **PRODUCT** due to normal weathering, lot-to-lot variation, or manufacturing at different times.
3. If the original **PRODUCT** is no longer available, **CS** may substitute a product manufactured or supplied by **CS** of comparable quality and price range.

VIII. FADING AND DISCOLORATION

- 1- The fifty (50)-year manufacturing defect warranty described above does **not** cover ordinary fading or discoloration. However, subject to the terms of this Section VIII, **CS** provides a separate limited fading warranty as follows:
 - **CS** warrants, for a period of **ten (10) years** from the date of installation, that the **PRODUCT** shall not exhibit fading in excess of **four (4) Hunter units**, as measured in accordance with **ASTM D2244**.
- 2- This fading warranty does not apply if:
 - a. the colour change is four (4) Hunter units or less;
 - b. the fading or weathering is typical or expected for the environmental conditions of the installation location; or
 - c. the claim is submitted after the expiration of the ten (10)-year period.
- 3- If **CS** validates a fading or discoloration claim under this Section VIII, the remedy provided in Section III shall apply.

IX. SEVERABILITY AND TIME TO FILE SUIT

- 1- If any provision of this Limited Warranty is held invalid or unenforceable under applicable law, the remaining provisions shall remain in full force and effect.
- 2- To the fullest extent permitted by applicable law, any legal action for breach of this Limited Warranty must be commenced within **one (1) year** after the event giving rise to the claim.

X. PRODUCTS NOT MANUFACTURED BY CS

This Limited Warranty does not apply to any products, materials, goods, instruments, components, or accessories not manufactured by **CS**, including, without limitation, gutters, underlayments, fasteners, or insulation.

XI. STATE LAW RIGHTS

- 1- SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.**
- 2- SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**
- 3- THIS LIMITED LIFETIME WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.**

XII. DISPUTING RESOLUTION AND GOVERNING LAW

- 1- Except to the extent prohibited by applicable law, this Limited Warranty shall be governed by and construed in accordance with the laws of Portugal.
- 2- Except to the extent prohibited by applicable law, any dispute arising out of or relating to this Limited Lifetime Warranty shall be brought exclusively before the Judicial Court of the District of Leiria, Portugal, and the Owner hereby submits to the jurisdiction of that court and agrees not to contest such jurisdiction.