Iurada<sup>®</sup> Hardwood Shingles

The Untreated Alternative®

# **25 YEAR LIMITED WARRANTY**

PRODUCTS COVERED:

This limited warranty (the "Warranty") covers Turada® Hardwood Shingles manufactured by Superior Shingles & Wood Products (the "warranted product"). The warranty may not be transferred by the original owner to any other person or entity.

TERMS OF LIMITED WARRANTY:

Subject to the limitations and exclusions set forth below, SSWP ("the Company") warrants to the original owner that the warranted product will remain free from damage, rendering the Turada® Hardwood Shingles structurally unfit for their intended use as roofing shingles, caused by Fungal Decay for a period of 25 years.

## REMEDIES:

If a warranted product is damaged within the applicable warranty period due to Fungal Decay, the Company upon inspection and evaluation of the alleged defective shingles and upon receiving a bona fide warranty claim, at its sole election and subject to the limitations and exclusions set forth below will "furnish replacement shingles". This remedy is the exclusive and sole remedy available under the Warranty.

In the case of replacement the Company shall be responsible only for the cost of the replacement shingles (the "replacement costs") The original owner shall be responsible for any replacement costs above this maximum amount, as well as any additional expenditures for labor or materials, such as tear-off, product removal costs, or the cost of installing, repairing or replacing venting, metal work, flashings, underlayments, fasteners or other related materials.

THIS WARRANTY DOES NOT COVER:

1. Improper Installation. Warranted product's failure due to improper installation or application not in accordance with the specifications of the manufacturer;

2. Tear-Off and Other Costs. Tear-off (product removal) costs, or the cost of installing, repairing or replacing ventings, metal work, flashings, underlayments, fasteners or other related materials;

3. Unapproved Use. Warranted product that is used for any purpose other than roofing;

4. Extended Risks. Warranted product failure due to hurricane, tornado, hail, lightning, flood, fire, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war or acts of God;

5. Failure Caused by Other Circumstances. Warranted product failure caused by settling of the home/building foundation, warping, distortion, failure of the roof deck or walls, or damages caused by ventings, metal work, flashings, underlayments, fasteners, or other materials used in the application of the roof;

6. Neglect. Warranted product failure caused by neglect, abuse, misuse or improper upkeep and maintenance;

7. Improper Handling. Warranted product failure caused by improper handling, shipment or storage;

8. Improper Maintenance. Warranted product failure due to build up of moss, leaves, needles, branches, or other debris or damage resulting from repair or attempted repair by anyone other than the an authorized roofing contractor;

9. Insects or Animals. Warranted product failure caused by insects or animals;

10. Improper Ventilation or Drainage. Warranted product failure caused by improper ventilation or roof drainage that is not in accordance with the Standards;

11. Modifications. Warranted product failure due to repairs or alterations made to the roof or walls after their original installation;

12. Paints or Coatings. Warranted product failure or damage caused by paints, coatings, chemicals or other solutions;

13. Other Products. Warranted product failure caused by flashings, vents, underlayments, skylights, solar heating apparatus or other similar installations.

14. Consequential Damage. Any damage of any kind whatsoever, including damage to the interior or exterior or the home/building;

15. Factors Beyond the Company's Control. Warranted product failure caused by factors that are beyond the control of the Company. The serviceable life of the warranted product is affected by several factors such as climate index, quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of underlayments. The Company assumes no responsibility for warranted product failure or damage caused by these factors.

# DISCLAIMER AND LIMITATION OF LIABILITY:

THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS REGARDING ANY SPECIFIC QUALITIES OR CHARACTERISTICS OF ANY WARRANTED PRODUCT INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PERSONAL, OR PROPERTY DAMAGES (INCLUDING DAMAGES TO THE HOME/BUILDING OR ITS CONTENTS, OCCUPANTS OR INSTALLERS) RESULTING FROM THE WARRANTED PRODUCT OR ITS INSTALLATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU ARE SOLELY RESPONSIBLE TO DETERMINE THE DETAILS, REQUIREMENTS, AND APPLICABILITY OF STATE LEGISLATION AND STATUTES.

## WARRANTY REGISTRATION:

The Warranty is effective upon proper warranty registration with the Company and the issuance

of a warranty acknowledgement by the Company to the original owner. To register the Warranty, the original owner must submit a completed warranty registration form (available online at <u>www.turadashingles.com</u>) to the Company WITHIN THIRTY (30) DAYS after installation of the warranted product. Upon receipt of the complete warranty registration form, together with all materials required, the Company will issue a warranty acknowledgement via email to the original owner.

#### CLAIM PROCEDURE:

To make a claim under the Warranty, the original owner must, WITHIN THIRTY (30) DAYS after discovery of the alleged defect to which the claim relates, send a written description of the claim along with the Warranty Registration and Warranty Acknowledgement card to:

Tropical Timberwoods, Inc. 15476 NW 77<sup>th</sup> Court, #217 Miami Lakes, FL 33016

The Company reserves the right to have a representative inspect the warranted product that is claimed to be defective under the terms of the Warranty. Any alteration, removal or repair of material claimed to be defective prior to settlement of the claim shall bar any right to seek relief under the Warranty. The Company shall be entitled to charge a service fee if the alleged defect is not covered by the Warranty.

#### ENTIRE WARRANTY:

This document contains the entire warranty, liability and obligation of the Company with respect to the warranted product and may not be altered or modified other than in writing signed by a duly-authorized officer of the Company and may not be altered by any wholesaler, dealer, roofer, contractor, representative or manufacturer.