

MaxiTile, Inc.

PVA Reinforced Roofing Products:

MaxiLITE P7™, MaxiLITE P10™, MaxiSHAKE™, ShakeMAX™, MaxiSLATE™, SlateMAX™
and SuperTILE™

50 Year Transferable Limited Product Warranty

1. WARRANTY COVERAGE. MaxiTile, Inc. (“MaxiTile”) warrants, for a period of fifty (50) years (the “Limited Warranty Period”) from the date of purchase of the following MaxiTile PVA Reinforced Roofing Products: MaxiLITE P7™, MaxiLITE P10™, MaxiSHAKE™, ShakeMAX™, MaxiSLATE™, SlateMAX™ and SuperTILE™ (collectively, herein called “the Product”), for installation within the Continental United States, the State of Hawaii the District of Columbia, and the Caribbean, that such purchased Product if used for its intended purpose and properly installed and maintained according to MaxiTile’s published installation instructions: (a) will resist damage (as defined herein) caused by termite attacks, (b) will resist rot, (c) will remain non-combustible, and (d) will be free from damage resulting from manufacturing defects. This Limited Warranty extends only to: (i) the original retail purchaser of the Product, (ii) the first subsequent owner of the property on which the Product is installed, and (iii) the first transferee (each a “Covered Person”). As defined herein:

(a) “Damage” occurs with respect to a Product, where ten percent (10%) or more of the individual tiles, shakes or slates installed on the roof are damaged, as provided below.

(b) With respect to an individual tile, shake or slate, “Damage” occurs where it is delaminating (separating into layers), deconsolidating (crumbling or disintegrating), sloughing off (the casting off or falling away of thin layers of product) or cracking (where the crack: (i) extends for more than twenty-five percent (25%) of the length of the Product, and (ii) is at least 7/16-inches wide).

2. MAXITILE’S OBLIGATIONS. If, during the Limited Warranty Period, the Product is defective in material or workmanship, MaxiTile will, in its sole and reasonable discretion, **either:** (i) repair **or** provide replacement material for the defective portion (and only the defective portion) of the Product, **or** (ii) during each year that the warranty is valid up to the fiftieth (50th) year from the date of installation, reimburse the Covered Person an amount equal to

the cost of similar replacement product for the defective portion of the Product (no labor or other charges shall be paid) less an annual pro rata reduction of two percent (2.0%) per year such that from and after the fiftieth (50) year the amount payable under this Limited Warranty shall be zero (0). If the original retail cost of the defective portion of the Product cannot be established by the Covered Person to MaxiTile’s reasonable satisfaction, the retail cost of the defective portion of the Product shall be determined by MaxiTile in its sole and reasonable discretion. MaxiTile’s repair or replacement of the defective portion (and only the defective portion) of the Product, or reimbursement to a Covered Person, pursuant to Section 2 of this Limited Warranty is and shall be the sole and exclusive remedy of a Covered Person for any and all defects in material or workmanship. MAXITILE WILL NOT REIMBURSE OR PAY ANY COSTS WHATSOEVER IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.

3. CONDITIONS PRECEDENT. Warranty coverage under this Limited Warranty is and shall be expressly subject to the following terms and conditions:

(a) The Product must be installed according to MaxiTile’s printed installation requirements and must comply with all applicable building codes adopted by applicable federal, state and/or local governmental authorities.

(d) Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person’s own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Before any permanent repair to the Product, a Covered Person must allow MaxiTile or MaxiTile’s authorized agent to enter and inspect the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior written authorization

from an authorized representative of MaxiTile could possibly void the Product's Limited Warranty.

4. EXCLUSIONS FROM COVERAGE. This Limited Warranty expressly excludes and does not cover damage or defects resulting from or in any way pertaining or attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, the failure of the Product to be installed in strict compliance with the Conditions Precedent set forth in Section 3 of this Limited Warranty and/or improper installation of trim tile, framing members or decking; (b) Further processing, modification or alteration of the Product after shipping from MaxiTile; (c) Neglect, abuse, or misuse; (d) Product repair or alteration or attempted product repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure to which the Product is attached; (g) Exceeding the maximum designed wind loads; (h) Acts of God including without limitation riots, civil insurrections, wars, tornados, hurricanes, floods, earthquakes, hail, severe weather or other natural phenomena, (including without limitation unusual weather or climate conditions); (i) Efflorescence, (j) Peeling or performance of any third party paints, stains and/or coatings; (k) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (l) Lack of proper storage, handling, shipping, (m) Lack of or improper maintenance; (n) Damage resulting from or attributable to persons walking, running, playing or working on the roof, or (o) Any cause whatsoever (whether or not similar to the above) other than Damage resulting from manufacturing defects attributable to MaxiTile. Additionally, MaxiTile is not responsible for, nor will MaxiTile cover, any costs for labor or accessory materials, including (but not limited to): roofing paper, roof deck, fasteners, flashing, specialty nails or other hardware used in connection with the installation of the Product. MaxiTile's obligation to provide reimbursement under this Warranty is limited to coverage for the Product, as expressly provided in Section 2 above.

5. CLAIMS PROCEDURES. If you wish to make a claim under this Warranty, you must comply with the Claims Resolution Procedure described in this section. If you have any questions about the Claims Resolution Procedure, please call, send a fax

message or mail a letter to MaxiTile at our address or phone number listed herein below.

(a) A Covered Person must provide written notice to MaxiTile within thirty (30) days following the discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must include: (a) the name, phone number and address of the owner of the property on which the Product was installed, (b) the address of the property on which the Product was installed, (c) The name of the Product or a detailed description, and the date on which the Product was installed, (d) The date when the claimant discovered the problem, (e) A brief description of the problem, and (f) A brief description of actions taken by the Covered Person (if any were taken) to prevent further defect, damage or failure to the Product and to the Covered Person's property.

(b) Shortly after receiving written notice of a claimed defect covered by this Limited Warranty, MaxiTile will provide the claimant with a Claimant Questionnaire to fill out. This Claimant Questionnaire must be completed, signed and returned by the claimant to MaxiTile (along with the photographic or other physical evidence requested in the Claimant Questionnaire) within sixty (60) days after the date on which MaxiTile provided the Claimant Questionnaire to the claimant. A claimant under this Limited Warranty must provide satisfactory proof to MaxiTile that such claimant is a Covered Person, as defined in Section 1 above.

(c) Within thirty (30) days after MaxiTile's receipt of the fully completed and executed Questionnaire (along with the photographic or physical evidence requested in the Questionnaire), MaxiTile will respond to the Claimant in writing. During this time, MaxiTile will conduct an investigation to determine whether the Claimant's claim appears to be covered by this Limited Warranty. In our written response we may: (i) make an offer to ship the Claimant replacement Product or make a reimbursement as calculated as set forth herein; (ii) indicate that we do not believe that we have any liability on your claim, or (iii) request an inspection by us of the Product.

(d) MaxiTile will pay for any such inspection but the Claimant is required to be present at the inspection and respond to all questions regarding Claimant's property and the Product installed thereon. MaxiTile's inspectors will inspect Claimant's

property during normal business hours. Individuals who are selected by MaxiTile will conduct all inspections. Within sixty (60) days after the completion of the inspection, MaxiTile will send the Claimant a written response that will either (i) make an offer to ship the Claimant replacement Product or make a reimbursement as calculated as set forth herein; or (ii) indicate that we do not believe that we have any liability on the Claimant's claim.

6. SETTLEMENT OF A CLAIM. Any Product replacements or reimbursements made by MaxiTile pursuant to Section 2, above, shall irrevocably be deemed a full and complete settlement and release of any and all claims arising hereunder and shall be a complete bar to any and all claims in any arbitration or litigation related to or arising from any Product so replaced or for which a reimbursement has been made. By accepting Product replacement or a reimbursement hereunder, the Covered Person so accepting irrevocably waives any further claim pertaining in any manner whatsoever to the Product so replaced or for which a reimbursement has been made.

7. LIABILITY LIMITATION. NOTWITHSTANDING ANYTHING CONTAINED TO THE CONTRARY ELSEWHERE IN THIS LIMITED WARRANTY, MAXITILE SHALL IN NO WAY BE RESPONSIBLE OR LIABLE IN ANY MANNER WHATSOEVER FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES OF ANY TYPE, NATURE OR CHARACTER WHATSOEVER, INCLUDING WITHOUT LIMITATION ANY AND ALL CLAIMS PERTAINING TO: (a) PROPERTY DAMAGE, (b) BREACH OF WARRANTY, (c) BREACH OF CONTRACT, (d) TORT, OR (e) ANY OTHER LEGAL CLAIM OR THEORY. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

8. WARRANTY LIMITATION. THIS LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY FOR THE MAXITILE PRODUCT COVERED HEREBY. MAXITILE DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow

limitations for consumers 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 might possibly have additional rights, which vary from one jurisdiction to another.

9. PRODUCT MODIFICATION/DISCONTINUANCE. MaxiTile reserves the right to discontinue or modify the Product at any time, and from time to time, without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not reasonably possible, MaxiTile will, in its sole and reasonable discretion, fulfill any replacement obligation under this Limited Warranty with a product of equal or greater value.

10. CHOICE OF LAW. This Limited Warranty is to and shall be governed and construed under the applicable laws of the State of Texas, without giving effect to the conflict of law principles thereof. The United Nations Convention on the International Sales of Goods does not apply to this Limited Warranty.

11. BINDING ARBITRATION. By use and/or application of the Product, it is agreed that any and all controversies, disputes, or claims pertaining in any manner whatsoever to the purchase of any Product from MaxiTile shall be resolved exclusively by binding Arbitration administered by the American Arbitration Association, and judgment on the arbitration award rendered by the Arbitrator(s) may be entered in a court having competent jurisdiction. This agreement to arbitrate is intended to and shall be broadly interpreted and covers all controversies, disputes, and claims arising out of or relating to a Product purchase including, but not limited to contract claims, tort claims and statutory claims, or any combination of claims. The arbitration proceeding shall take place exclusively in Houston, Harris County, Texas. The American Arbitration Association shall administer the arbitration, and the American Arbitration Association's Commercial Arbitration Rules and Mediation Procedures and Consumer Related Disputes Supplementary Procedures, if applicable, shall apply. These Arbitration Rules may currently be found on the American Arbitration Association's web site at www.adr.org. Any arbitration under this Limited Warranty will take place on an individual basis. Class arbitrations and class actions are not permitted. If you wish to begin arbitration

against MaxiTile, you must file a case with the American Arbitration Association in Houston, Texas. You may visit the American Arbitration Association's web site at www.adr.org to obtain forms and guidance and to learn the procedure for filing a case under this Arbitration Agreement. This arbitration agreement affects your legal rights. An arbitration is resolved by a neutral party and not a judge or jury. There is less discovery and less exchange of information between the parties to arbitration than might occur in a court proceeding. An arbitration award is final and binding and will only be overturned or reversed by a court in very limited circumstances. You agree that, by use and/or application of the Product, you and MaxiTile are each waiving the right to a trial by jury or to participate in a class action lawsuit. This binding agreement to arbitrate shall be governed by and interpreted under the United States Federal Arbitration Act (Title 9, U.S. Code, sections 1-16).

12. SEVERABILITY. All parts of this Limited Warranty shall apply to the maximum extent permitted by applicable law, unless prohibited by law. If any provision of this Limited Warranty shall be found to be illegal, invalid, or unenforceable under any present or future law(s), such provision shall be fully severable and the remaining provisions of this Limited Warranty shall remain in full force and effect. In lieu of any provision of this Limited Warranty that is held illegal, invalid, or unenforceable, there shall be automatically added as part of this Limited Warranty a provision as similar in its terms to such illegal, invalid or unenforceable provision as may be possible and may be legal, valid, and enforceable.

13. ENTIRE AGREEMENT. This Limited Warranty contains the entire agreement between the parties with respect to the subject matter hereof, and it supersedes all other prior and contemporary agreements, understandings, and commitments between the parties with respect to the subject matter hereof. This Limited Warranty may not be modified, amended or in any way altered except by an instrument in writing signed by an authorized representative of MaxiTile. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY MAXITILE OR ITS AGENTS WILL CREATE ANY ADDITIONAL MAXITILE WARRANTIES OR IN ANY WAY INCREASE THE SCOPE OF MAXITILE'S OBLIGATIONS BEYOND THOSE OF THIS WRITTEN LIMITED WARRANTY.

13. EFFECTIVE DATE. The effective date of this Limited Warranty is May 1, 2013 (the "Effective Date"). Accordingly, this Limited Warranty shall only cover applicable Product purchases and installations made on and after the Effective Date.

14. OBTAINING LIMITED WARRANTY SERVICE. For Limited Warranty service, call 1.800.451.2003 or write Limited Warranty Department, MaxiTile, Inc., 15055 Woodham Drive, Houston, Texas 77073.