



# HURRICANE METAL SHAKE

## LIFETIME LIMITED WARRANTY

### 140 MILE PER HOUR WINDSPEED WARRANTY

This Limited Warranty issued by **TEK Industries, L.L.C.** (hereinafter "the Company") covers the original purchaser (consumer, owner) from: (1) Production defects that would affect the normal use and performance of the Panels with a limited warranty of 50 years, (2) Uplift of Panels in wind velocity up to 140 miles per hour and (3) Hail-damage originated by hail storms that would cause cracks or splits of a Panel's steel substrate, or penetration of hail-stones through the Panels. For the purpose of this Lifetime Limited Warranty, hail damage is defined as follows: (1) penetration of hail stones completely through the Panel; or (2) cracks or splits of the Panel's steel substrate around the point of impact.

**LIMITATION OF LIABILITY:** For Panels actually containing defects in material or manufacturing workmanship which affect performance, the Company shall at its sole option either repair or replace the defective Panel, provided the Company's liability shall be limited to a total expenditure not to exceed the reasonable replacement cost of the particular defective Panel during the first twenty (20) years after installation and declining annually on a pro-rated basis, for material only, during the remaining thirty (30) years prorated at 1/600 per month elapsed since original installation. Defective Panels will be replaced with the same model and color. However different lots produced at different times may show color variations and the Company may change or discontinue the design of a particular product or panel profile. In any event the Company reserves the right to repair or replace the defective Panel with a similar product or Panel profile and color.

**TRANSFERABILITY:** The Owner may transfer this warranty to a subsequent property owner during the first twenty (20) years after the Panels' initial installation, which will then become a materials only limited warranty for years 21-50. To be effective, the transfer information (property address, original owner, new owner and a copy of the original proof of purchase) must be mailed to the Company at the address below within 30 days from the change of property ownership. Further transfers will void this warranty.

This Lifetime Limited Warranty is subject to the following conditions:

1. A written notice of defect and a copy of the original proof of purchase must be sent by mail to the Company. The notice must contain the name and address of the owner of the claimed defective Panel or Panels and must describe the defect in detail.
2. The Company shall not be liable for, and this Lifetime Limited Warranty does not apply to, any damages to the Panels or any other property because of any reason other than the specific defects in materials or manufacturing workmanship defined in this Lifetime Limited Warranty. Causes not covered in this Lifetime Limited Warranty include, but are not necessarily limited to:
  - (1) damage resulting from defects, movement or subsidence in the structure on which the roof is installed;
  - (2) excessive foot traffic not in accordance with the manufacturer's instructions;
  - (3) damage to the panels caused by any application of cleaning solutions, paints, coatings or modifications of any kind;
  - (4) damage to the Panels caused by misuse, neglect, or improper handling during or after installation;
  - (5)

damage caused by failure to follow the manufacturer's installation instructions; or (6) shading or discoloration caused by fungus, mold, lichen or algae, mold growth or other contaminants. A separate warranty covering the installation of Panels may be made available by the installation contractor.

**3.** This Limited Warranty issued by the Company is the only warranty valid for HURRICANE® Shake panels. Installers, dealers and contractors are not authorized to change or extend in any way the terms contained in this Limited Warranty.

**4.** THE COMPANY SHALL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT OR SPECIAL DAMAGE OR LOSS OF ANY KIND WHATSOEVER (INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED BY LEAKS OR SPILLS). 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.

**5.** THERE SHALL BE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE BEYOND THE TERM OF THIS LIFETIME LIMITED WARRANTY OR BEYOND THE TERM PRESCRIBED BY THE LAWS OF THE STATE IN WHICH THE PANELS ARE SOLD IF THAT TERM IS SHORTER THAN THE TERM OF THIS LIFETIME LIMITED WARRANTY. SOME STATES DO NOT ALLOW EXCLUSIONS AND LIMITATIONS OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

**6.** HURRICANE® Shake roofing panels that have been modified or altered in design or function after production and out of the factory are not covered by this Limited Warranty after it has left the factory, except when the alteration is required by the manufacturer's installation instructions.

**7.** HURRICANE® Shake roofing panel replacement under the terms of this Limited Warranty shall not extend the terms of this Limited Warranty, except when required by law.

**8.** This Limited Warranty gives the original purchaser (Owner) specific legal rights, and may also result in other rights under federal or state law.

**9.** If any provision of this Lifetime Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

**10.** This Lifetime Limited Warranty is only applicable to original property Owners of single family detached residential property as outlined herein. The warranty for any other type of building owners shall be 50 years from the date of installation and subject to materials only proration for years 21- 50 at 1/600 per month elapsed since original installation.

Manufactured by **TEK Industries, LLC** 11801 Pierce Street, Suite 200, Riverside, California, 92505  
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