

DURO-SHIELD™

5-Year Material Only Warranty

I. TERMS and CONDITIONS

Duro-Last®, Inc. warrants the Duro-Shield Product, when applied in accordance with Duro-Last's then in effect specifications, will not, split, chip, peel, flake, blister or excessively chalk, (hereafter referred to as the "Covered Conditions") for a period of five (5) consecutive years from the date of sale. Should a Covered Condition occur during the Limited Warranty term, Duro-Last's obligation shall be limited to providing replacement Duro-Shield Product of equivalent value and in a quantity necessary to re-coat the affected area, pursuant to Duro-Last's then in effect specifications; or to refund to the Owner of the building ("Owner") the Owner's pro-rata share, not to exceed the original purchase price of the Duro-Shield Product. The foregoing shall be the only remedies to the Owner under this Limited Warranty. The Owner is responsible for maintaining the watertight integrity of the building. The Owner is not entitled to recover under this Limited Warranty unless Owner exercises reasonable and diligent care in the maintenance of the Duro-Shield Product in accordance with the Care and Maintenance Guide located at www.duro-last.com/duroshield.

II. LIMITATIONS and EXCLUSIONS

- A. APPLICATION OF THE DURO-SHIELD PRODUCT TO ANY EXISTING DURO-LAST ROOFING SYSTEM (OR ANY OTHER ROOFING MEMBRANE OR ROOFING SYSTEM) DOES NOT EXTEND THE WARRANTY ON THE UNDERLYING ROOFING MEMBRANE OR ROOFING SYSTEM.
- B. IF THE DURO-SHIELD PRODUCT IS APPLIED TO ANY EXISTING DURO-LAST ROOFING SYSTEM OR DURO-LAST ROOFING MEMBRANE, THE REMAINDER OF THE WARRANTY ON THE UNDERLYING ROOFING MEMBRANE OR ROOFING SYSTEM SHALL BE VOIDED. IN SUCH INSTANCE, THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY APPLY AND ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDY.
- C. To obtain coverage under this Limited Warranty, Owner must present proof of purchase. Duro-Last reserves the right to determine the appropriate Duro-Shield replacement product.
- D. This Limited Warranty does not apply to damage to the building or its contents, including leaks or water penetrating into the building.
- E. This Limited Warranty does not apply to a contractor's workmanship, labor or installation of the Duro-Shield Product, including failure to follow the specifications for installation, installation over an incompatible material or substrate, or installation over a wet roofing assembly.
- F. Duro-Last does not warrant against color change and/or texture change in the Duro-Shield Product.
- G. This Limited Warranty is nontransferable and terminates upon transfer of ownership or possession of the building to any third party.
- H. This Limited Warranty shall be governed by the laws of the State of Michigan, without regard to principles of conflicts of law. Duro-Last and Owner hereby agree that the Circuit Court for the County of Saginaw, State of Michigan, or the United States Federal District Court for the Eastern District of Michigan in Bay City, shall have the exclusive jurisdiction to determine any and all disputes, or claims relating to this Limited Warranty and do hereby submit themselves to the sole personal jurisdiction of those Courts.
- I. No claim, suit or other proceeding arising out of or related to the Duro-Shield Product or these terms, including without limitation, this Limited Warranty, may be brought by the Owner or anyone else after one (1) year from the date it accrues.
- J. Duro-Last does not waive any rights under this Limited Warranty by refraining to exercise its rights in full in one or more instances.

THIS WARRANTY COVERS ONLY THE DURO-SHIELD PRODUCT. IT DOES NOT APPLY TO ANY OTHER DURO-LAST PRODUCTS. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THE EXPRESS TERMS STATED IN THIS WARRANTY TO THE FULL EXTENT DISCLAIMER IS PERMITTED BY LAW. ANY IMPLIED WARRANTY THAT MAY ARISE BY LAW IS LIMITED IN DURATION TO THE TERM HEREIN. THE REPAIR OR REPLACEMENT PROVIDED HEREIN IS EXCLUSIVE AND IN LIEU OF ALL OTHER REMEDIES. DURO-LAST WILL HAVE NO LIABILITY TO ANYONE FOR CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR PUNITIVE DAMAGES OF ANY KIND WHATSOEVER, INCLUDING WITHOUT LIMITATION PROPERTY DAMAGE, LOST PROFITS, LOST USE OR ANY OTHER PECUNIARY DAMAGE, WHETHER DUE TO ANY DEFECT IN THE PRODUCTS, OR ANY OTHER REASON. ALL CLAIMS FOR NEGLIGENCE AND FOR FAILURE OF ESSENTIAL PURPOSE ARE EXPRESSLY WAIVED, RELEASED, AND EXCLUDED. THERE ARE NO THIRD-PARTY BENEFICIARIES TO THESE TERMS.

If any contractor or sales representative made any statements about Duro-Last, the Duro-Shield Product, any other products, services, obligations, or warranties, those statements cannot be relied upon by Owner or any other party and cannot be attributed to Duro-Last. No person may change or modify any term or condition of this Warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO SUCH A LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE. If any provision or individual term herein is invalid or unenforceable under any applicable law, the provision or term will be ineffective to the extent and for the duration of the illegality, but the remaining provisions and terms will be unaffected.