



THE TERMS AND LIMITATIONS OF THE

ROOF PERFORMANCE LIMITED WARRANTY

**NOTICE: READ THIS DOCUMENT CAREFULLY TO UNDERSTAND
THE TERMS AND LIMITS OF THIS LIMITED WARRANTY**

The MoistureFree Limited Roof Warranty is intended to assure property owners that their Limited Warranty will provide protection from roof leaks that may occur due to product or installation failures on a Steep Slope Roof (low slope or flat roofs are excluded). Consequential damage from most leaks, leaks caused by severe weather, and damage associated with any of these types of leaks are typically, but not always, covered by the homeowners insurance and are NOT covered by this Limited Warranty.

The MoistureFree Roof Warranty is only valid when accompanied by a MoistureFree Roof Warranty Authorization Certificate which describes the specific terms and limits of the warranty. MoistureFree Roof Warranty Authorization Certificate will be mailed to the warranty holder within 60 days of approval. Benefits of this limited warranty may be limited to subsequent homeowners based on the terms detailed on the MoistureFree Roof Warranty Authorization Certificate. If you do not receive an authorization certificate within 60 days of the purchase of a warranty, contact MoistureFree at 800-400-8679.

This Limited Warranty does NOT cover consequential or incidental damages of any kind. There are no warranties which extend beyond the face of this Limited Warranty. There are no implied warranties or any other warranties, express or implied, in connection with this Limited Warranty or the MoistureFree Roof Warranty Authorization Certificate on the warranted property, and all such warranties are unconditionally excluded from this Limited Warranty.

NOTICE OF BINDING ARBITRATION

All parties and beneficiaries to this limited warranty are obligated to resolve any disputes using binding arbitration as detailed in this document.

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Dear Warranty Holder,

The MoistureFree Roof Performance Limited Warranty is intended to help protect homeowners from the cost of roof leaks that occur due to the failure of any roofing products or the installation of those products.

This limited warranty DOES NOT cover:

- Aesthetic issues of any kind
- Leaks caused by severe weather events
- Leaks caused by impact damage to the roof of any kind
- Leaks caused by abuse, neglect or lack of normal maintenance

Questions? Call MoistureFree at 800-400-8679

**The Warrantor is
Moisture Warranty Corporation
Customer Assistance
800-400-8679**

**For online claim assistance go to:
www.moisturefreeroof.com**

Section I - Definitions

1. Administrator—MoistureFree Residential Corporation is the Administrator of this warranty and is responsible for the administration of warranted claims and dispute resolution related to claims.
2. Arbitrator—The person appointed by the independent arbitration service to resolve an unresolved warranty issue.
3. Consequential Damage—All consequential damage including, but not limited to, damage to the Property that is caused by a warranted Defect but is not itself a warranted Defect including costs of shelter, transportation, food, moving, storage, loss of business, or other incidental expenses related to relocation during repairs.
4. Defect—Any warranted area of the property's roof area that fails to prevent leaks to the interior living space of the home.
5. Term of Warranty Coverage— The term of warranty coverage is indicated on the MoistureFree Roof Warranty Authorization Certificate.
6. Impact Damage—Any damage to the roof or roof components caused by any object striking the roof that compromises the roof's capacity to prevent leaks, including Severe Weather Events.
7. Limited Warranty—The terms and conditions in this book including any applicable addenda.
8. MoistureFree Roof Warranty Authorization Certificate—This certificate is proof of the property's warranty coverage and contains information about the specific limits and dates of coverage for a particular property, if any.
9. Leak—A leak is any area which has experienced liquid water penetration to the interior of the home caused directly by a failure of roof components from normal wear and tear, or the installation of roof components.
10. Modifications—Any alteration of the roof or roof components after the effective date of the Limited Warranty, including utility or ventilation penetrations, additions, repairs due to event damage, repairs related to a Severe Weather Event, or any other modification of the roof that could adversely affect the performance of the roof.
11. Normal Maintenance—Maintaining clean gutters and removal of vegetation that may damage roof components.
12. Purchaser—The property owner, or perhaps someone else (such as a builder or contractor) who purchased this Limited Warranty on behalf of the property owner.
13. Property—Any residential property with a typical sloped roof.
14. Severe Weather Event—Any weather event lasting for any duration of time, with winds in excess of 70 miles per hour, hail of any size, wind-driven rain in excess of 70 miles per hour, or any other unusual weather event.
15. Steep Slope Roof—A roof with a pitch ratio of no less than 4:12.
16. Unresolved Warranty Issues—All requests for warranty performance, demands, disputes, controversies, and differences that may arise between the parties to this Limited Warranty that cannot be resolved among the parties.
17. Warrantor—Moisture Warranty Corporation (MWC) is the Warrantor and is responsible for customer support and assistance with warranty claims.

Section II

The Limited Warranty

A. Introduction to the Limited Warranty

1. This booklet provides specific details, conditions, and limitations of the Limited Warranty, including procedures for requesting warranty performance and for binding arbitration, in accordance with the procedures of the Federal Arbitration Act. Additional information can be received by calling Moisture Warranty Corporation at 800-400-8679. Read this document in its entirety to understand the protection it affords, the exclusions applicable to it, the Warranty Standards which determine its interpretation and operation, and your responsibilities.
2. This is NOT an insurance policy, a maintenance agreement, or a service contract. It is an explanation of what you, the Purchaser, can expect from this Limited Warranty.
3. You are responsible for the maintenance of your Property. General and preventative maintenance are required to prolong the performance of your roof.
4. This Limited Warranty is provided specifically for the property indicated on the warranty authorization certificate, the benefits of which extend exclusively to the rightful owner of the property during the term of the limited warranty.
5. This Limited Warranty is subject to changes required by various regulating bodies.

B. Terms of Warranty

1. In the event of a Leak caused by a failure of either the roofing components or the installation of the roofing components, the affected area will be repaired or replaced to prevent further leaks during the remaining term of the warranty and at no cost to the current homeowner.
2. Warrantor and/or Administrator may also, at its sole discretion, choose to pay the property owner to have repairs made to the extent of the warranty coverage.
3. All claims of failure are limited to the conditions and limits stated in the MoistureFree

Roof Warranty Authorization Certificate, which may detail the exclusion of specific areas of the roof not referred to in this document.

4. Warrantor and /or Administrator reserves the right to make repairs, modifications, or to pay the reasonable cost of repair for modification to the area of failure based on standard industry practices and will have full discretion over the type of repair or modification that is to be made to prevent a leak from occurring during the remainder of the warranty term.
5. Aesthetic issues, such as matching of shingle colors, are often not possible due to fading, wear, or availability. This Limited Warranty does not cover aesthetic issues of any kind.

C. Conditions of Warranty Performance

1. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement up to the limits of the warranty.
2. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgage or mortgage's successor as each of your interests may appear, provided that the mortgagee has notified the Administrator in writing of its security interest in the Property prior to such payment.
3. Any inspection of the roof or home that was ordered by the homeowners for the purpose of investigating a possible warranty claim will be paid by the homeowner regardless of the results of the inspection. The Warrantor may request additional inspections and will pay the cost of those inspections.
4. Prior to payment for the reasonable cost of repairs or replacement of warranted items, you must sign and deliver to the Administrator a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defect and any condi-

tion arising from the warranted item.

5. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
6. If the Warrantor repairs, replaces or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions to secure such rights, including but not limited to, assignment of proceeds of any other insurance or other warranties to the Warrantor.
7. Any Warrantor obligation is conditioned upon your proper maintenance of the property, common elements, and grounds to prevent damage due to neglect, abnormal use, or improper maintenance.
8. If request for performance under this Limited Warranty involves a common element in a condominium, the request must be made by an authorized representative of the condominium association.
9. If the request for warranty performance under the Limited Warranty involves a common element affecting multiple units, and all affected units are not warranted by the MoistureFree Roof Warranty, the Warrantor's liability will be limited to only those units warranted by the MoistureFree Roof Warranty. The limit of liability shall be prorated based upon the number of units warranted by this Limited Warranty.
4. Aesthetic damage to the roof system, regardless of the source of the Aesthetic damage, is NOT covered under this limited warranty.
5. This Limited Warranty shall be interpreted and enforced in accordance with the laws of the state in which the property is located.
6. If any provision of this Limited Warranty is determined by a court of competent jurisdiction to be unenforceable, that determination will not affect the validity of the remaining provisions.
7. If actions by the Warrantor on any obligations under this Limited Warranty are delayed by an event beyond its control, such performance will be excused until the delaying effects of the event are remedied. Such events include, but are not limited to, acts of God, acts of the common enemy, war, riot, civil commotion or sovereign conduct, or acts or omissions by you or any other person not a party of this Limited Warranty.
8. Leaks associated with skylights (caused by the light itself), chimney caps, plumbing, HVAC, condensation of any type, flat or low slope roofs, roofs used as a walking surface, or any other leak not directly caused by a failure of the Steep Sloped Roof are excluded from warranty coverage.
9. This warranty does not provide coverage for any structural defects or damage. This warranty DOES NOT cover in any way problems associated with, caused by, contributed to, or aggravated by mold, mildew, or fungus and DOES NOT cover, in any way, health-related problems or conditions associated with, caused by, contributed to, or aggravated by mold, mildew, or fungus. This warranty specifically excludes bodily injury or property damage which would not have occurred, in whole or in part, but for the actual, alleged, or threatened inhalation of, ingestion of, contact with, exposure to, existence of, or presence of, any fungi or bacteria on or within a building or structure, including its contents, regardless of whether any other cause, event, material, or product contributed concurrently or in any sequence to such injury or damage. This warranty does not cover any loss, cost, or expenses arising out of the abating, testing for, monitoring, cleaning up, removing, containing, treating, detoxifying, neutralizing, remediating, or disposing of, or in any way responding to, or assessing the effects of, fungi or bacteria, by any insured or by any other person or entity.

D. Exclusions and Special Provisions

1. Leaks caused by damage related to naturally occurring weather forces such as tornadoes, hurricanes, floods, winds in excess of 70 miles per hour, hail damage, damage caused by impact damage, or damage caused by modifications to the roof, are excluded.
2. Warrantor and/or Administrator shall not be responsible for any Defect that can be shown to be caused by the failure of the Property owner, after the Effective Date of the Warranty, to perform Normal Maintenance.
3. Leaks caused by impact damage to the roof system, regardless of the source of the impact damage, are NOT covered under this Limited Warranty.

Section III

Requesting Warranty Performance

A. Notice To Administrator

1. If a warranted defect occurs, you must notify the Administrator to review the item. All such notices must be presented in writing to:

Moisture Warranty Corporation
Attn: Roof Warranty Resolution Department
20306 North Main St.
Cornelius, NC 28031

2. Requests for warranty performance postmarked more than thirty days after the expiration of the term of this Limited Warranty will not be honored.

B. Purchaser's Obligations

1. Your notice to the Administrator must include the following items:
 - a. MoistureFree Roof Warranty Authorization Certificate number and the Term of Warranty Coverage.
 - b. Your name, address, and phone number (include home and work numbers).
 - c. Reasonably specific description of the warranty item(s) to be reviewed.
 - d. Photograph(s) may be required.
2. You have an obligation to cooperate with the Administrator's mediation, inspection, and investigation of your warranty request. From time to time, the Administrator may request information from you regarding an alleged defect. Failure by you or your appointed representative to respond to the requested information within thirty (30) days of the date of the Administrator's request can result in the closing of your warranty file.

C. Mediation and Inspection

Within thirty (30) days following the Administrator's receipt of proper notice of request for warranty performance, the Administrator may review and

mediate your request by communicating with you and any other individuals or entities who the Administrator believes possess relevant information. If, after thirty (30) days, the Administrator has not been able to successfully mediate your request, the Administrator will notify you that your request has become an Unresolved Warranty Issue. At any time following the receipt of proper notice of your request for warranty performance, the Administrator may schedule an inspection of the item. You must provide the Administrator reasonable access for any such inspection. When a request for warranty performance is filed and the deficiency cannot be observed under normal conditions, it is your responsibility to substantiate that the need for warranty performance exists, including any costs involved. If properly substantiated, you will be reimbursed by the Administrator up to \$150.

D. Arbitration

1. You begin the arbitration process by giving Moisture Warranty Corporation written notice of your request for arbitration of an Unresolved Warranty Issue. Within twenty (20) days after the Administrator's receipt of your notice of request for arbitration, any Unresolved Warranty Issue that you have with the Warrantor shall be submitted to the National Academy of Conciliators or another independent arbitration service upon which you and the Administrator agree. The **BINDING** arbitration is governed by the procedures of the Federal Arbitration Act, 9 U.S.C. 1 et. seq. If you submit a request for arbitration, you must pay the arbitration fees before the matter is submitted to the arbitration service. After arbitration, the Arbitrator shall have the power to award the cost of this fee to any party, or split it among the parties to the arbitration. The arbitration shall be conducted in accordance with this Limited Warranty and the arbitration rules and regulations to the extent that they are not in conflict with any Federal Arbitration Act. Within one (1) year after an arbitration award, either party may apply to the U.S. District Court where the Home is situated to confirm the award. The Administrator's receipt of written request for arbitration in appropriate form shall stop the running of any statute of limitations applicable to the matter to be arbitrated until the Arbitrator renders a decision. The decision of the Arbitrator shall be final and binding on all parties.

Since the Limited Warranty provides for amendatory binding arbitration of Unresolved Warranty Issues, if any party commences litigation in violation of this Limited Warranty, such party shall reimburse the other parties to the litigation for their costs and expenses, including attorney fees, incurred in seeking dismissal of such litigation.

2. The Warrantor shall have sixty (60) days from the date the Administrator receives the arbitrator's award to comply with the Arbitrator's decision. Warranty compliance will begin as soon as possible and will be completed within the sixty-day compliance period with the exception of any repair that would reasonably take more than sixty (60) days to complete, including but not limited to, repair delayed or prolonged by inclement weather. The Warrantor will complete such repair or replacement as soon as possible without incurring overtime or weekend expenses. You may request a compliance arbitration within twenty (20) days after the sixty-day compliance period has expired by giving the Administrator written notice of your request. You must pay fees for the compliance arbitration prior to the matter being submitted to the arbitration service.
3. You must provide the Warrantor with reasonable weekday access during normal business hours in order to perform its obligations. Failure by you to provide such access to the Warrantor may relieve the Warrantor of its obligations under the terms of this Limited Warranty.

E. Conditions of Warranty Performance

1. When your request for warranty performance is determined to be a warranted issue, the Warrantor reserves the right to repair or replace the warranted item, or to pay you the reasonable cost of repair or replacement up to the limits of the warranty.
2. If the Warrantor pays the reasonable cost of repairing a warranted item, the payment shall be made to you and to any mortgage or mortgage's successor as each of your interests may appear, provided that the mortgagee has notified the Administrator in writing of its security interest in the Property prior to such payment. Warrantor shall not have any obligation to make payment jointly to the Purchaser and the mortgagee where the

mortgagee has not notified the Administrator in writing of its security interest in the Home prior to such payment. Any mortgagee shall be completely bound by any mediation or arbitration relating to a request for warranty performance between you and the Warrantor.

3. Prior to payment for the reasonable cost of repairs or replacement of warranted items, you must sign and deliver to the Administrator a full and unconditional release, in recordable form, of all legal obligations with respect to the warranted Defect and any condition arising from the warranted item.
4. The repaired or replaced warranted item will continue to be warranted by this Limited Warranty for the remainder of the applicable period of coverage.
5. If the Warrantor repairs, replaces, or pays you the reasonable cost to repair or replace a warranted item, the Warrantor shall be subrogated to all your rights of recovery against any person or entity. You must execute and deliver any and all instruments and papers and take any and all other actions to secure such rights, including but not limited to, assignment of proceeds of any other insurance or other warranties to the Warrantor.
6. Any Warrantor obligation is conditioned upon your proper maintenance of the property, common elements, and grounds to prevent damage due to neglect, abnormal use, or improper maintenance.
7. If request for performance under this Limited Warranty involves a common element in a condominium, the request must be made by an authorized representative of the condominium association.
8. If the request for warranty performance under the Limited Warranty involves a common element affecting multiple units, and all affected units are not warranted by the MoistureFree Roof Warranty, the Insurer's liability will be limited to only those units warranted by the MoistureFree Roof Warranty. The limit of liability shall be prorated based upon the number of units warranted by this Limited Warranty.