GS Roofing Products Company, Inc. ("GS") warrants to the original purchaser/consumer of the building described below, under and subject to the terms, conditions and limitations set forth herein, that the roofing shingles described below are warranted to the original purchaser/consumer by GS for a period of time under normal manufacturing conditions.

**1. EXCLUSIONS FROM COVERAGE** — The Limited Warranty covers only manufacturing defects in GS shingles causing leaks under normal exposure conditions when properly installed according to GS instructions and requirements.

- A. It does not cover other products (such as underlayment, flashing and metal work) or damages to shingles which are attributable in whole or in part to other causes, including but not limited to:
  - Faulty application or application in non-conformance with GS's written instructions, including but not limited to, improper nailing, improper exposure of the shingles (this includes number, length and location of fasteners).
  - Exposure to moisture: condensation must meet or exceed FHA/VA minimum Property standards.
  - An error in design, framing, sheet metal, flashing, lighting, wood, or other vuents or scattered phenomena of the elements.
  - Ice or other causes attributable to weather conditions.
  - Settlement, settlement, or cracking of the roof deck, valley, or foundation of the building.
  - Defects or in the failure of flashing or metal work or material used as a roof base over which the shingles or other materials are applied.
  - Fire or any other catastrophe.
  - Moral or negligent storage or handling of the shingles.
  - Biological growths (such as moss, algae, fungi, lichens, mold, condensation, equipment, TV antennas, and solar energy installations) structural changes, or any other alterations in the roof other application of the shingles or other materials.
  - Impact of foreign objects such as falling objects or falling on the roof.
  - Any application of cleaning solutions, paint, coatings, oils, organic or inorganic polar materials or other modifications of the shingles in anyway.
  - Damage to the building, either internal or exterior or any properly contained therein or for injuries or damages of any kind whatsoever.
  - Under NO Circumstances shall we be liable for the costs of any complaints on shingles classified as "seconds". Seconds are usually designated with a drilled hole or painted strip and packaged in plain wrapping to so stamp upon all.
- Under no conditions is required on all new construction work and on tear-offs down to the deck, i.e. shingles are not to be applied to a bare deck. (Low Slope Backs 12" in 12' to 4' in 12" require Double Layer Underlayment.)

- B. It does not cover aesthetic variations, including, but not limited to:
  - Any variation in color or thickness which may occur due to the granules used as the surfacing material for these shingles.
  - Algae contamination, known as a fungal resistant shingle, in which event the remedy will apply only to those GS shingles that are proven contaminated with algae growth during the first ten years of the warranty period which materially affects the appearance of the roof, and will be limited to the cost of labor and material paid above the normal cost of the same non-treatment GS shingles in the original purchase price.
  - Any "CAPPING" of the flashings or install the "TRIM" to the SHINGLES without a MINIMUM OF A 1" WEATHERING PERIOD PRIOR TO FINAL EVALUATION OF THE CLAIM.
  - Flashing due to ultra violet sensitivity in some granule color patterns which does not affect the effectiveness of the shingle.

**2. MAXIMUM LIABILITY — 5 YEAR FULL VALUE PROTECTION — HIGH SIERRA — ARCHITECT 80 RESIDENTIAL**

- With GS SHINGLES — HIGH SIERRA — and FiRE-HALT™ SHINGLES

With GS SHINGLES — HIGH SIERRA — and FiRE-HALT™ SHINGLES only. GS's maximum liability shall be calculated using the ORIGINAL cost of the defective shingles, EXCLUSIVE OF LABOR, roof tear-off and of flashing and metal work (and repairs required by defects therin) and then decreasing that amount by 1/400 for HIGH SIERRA shingles ($1.00 for ARCHITECT 80 RESIDENTIAL and $1.00 for FiRE-HALT™). The maximum liability shall be calculated for each month of service measured from the date of application of the shingles to the date when proven defective. 5 YEAR FULL VALUE PROTECTION — FiRESCREEN PLUS, FiRESCREEN and ULTIMATE 30 shingles.

With regard to GS SHINGLES — FiRESCREEN PLUS, FiRESCREEN and ULTIMATE 30 shingles only, GS, at its option, will repair or replace, free of charge, any shingles proven to have leak causing manufacturing defects during the first five (5) years after application of the shingles to a residential building up to a maximum liability which shall be no greater than the original installation cost of the defective shingles, including labor, EXCLUSIVE OF LABOR, roof tear-off and of flashing and metal work (and repairs required by defects therin) and then decreasing that amount by 1/400 for HIGH SIERRA shingles ($1.00 for ARCHITECT 80 RESIDENTIAL and $1.00 for FiRE-HALT™). The maximum liability shall be calculated for each month of service measured from the date of application of the shingles to the date when proven defective.

GS's maximum liability of replacement product when it is properly applied and used by a GS Shingle Product. SERRA RIDges warranted years will coincide with the GS product it is combined with and will be subject to the terms of the appropriate GS Limited Warranty.

**3. LIMITED WIND WARRANTY** — Providing the original installation was proper, during the initial FIVE (5) YEAR period following application of the shingles, GS further warrants its shingles will resist wind blow-off due to wind, including wind driven rain (such as storms, gusts of 65 MPH) providing the shingles have the opportunity to seal down. ULTIMATE 30 shingles are warranted up to a maximum wind of 100 MPH (Note 4 in the Weathering Scale) if properly applied and hand sealed. Shingles that are installed on the wall or over (which do not receive direct sunlight) may not resist wind conditions. Use of the appropriate shingles is a matter of professional judgment.

In situations where GS determines that shingles fail to self-seal after proper installation and climatic exposure, and wind blow-off damage occurs, GS shall furnish replacement GS shingles free of charge. The Limited Wind Warranty does not cover the labor costs for removal of damaged shingles or application of the replacement shingles. All other costs, including labor costs shall be paid by the owner or his insurance carrier, as applicable. GS recommends the right, in lieu of replacement, to reseal down those shingles that have not blown off.

**4. WARRANTY DISCLAIMER — TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GS DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY DESCRIBED HEREIN IS YOUR EXCLUSIVE WARRANTY FROM GS AND REPRESENTS THE EXCLUSIVE REMEDY AVAILABLE TO ANY PURCHASER OF GS SHINGLES. GS MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THOSE STATED HEREIN. THIS WARRANTY MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED GS OFFICER AND/OR DEALER, CONTRACTOR, OR DISTRIBUTOR IS AUTHORIZED TO ALTER THIS WARRANTY. GS SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES.**

**5. CLAIM PROCEDURE** — To require any obligation under this warranty, you must, within thirty (30) days of discovery of the alleged defect to which the claim relates, and at your own expense, send written notification of such defect, together with proof of purchase, certified mail, to: GS Roofing, 503 S. McCarty Blvd., Suite 900, Irving, TX 75068. This notice must include a general description of the alleged defect. Within thirty (30) days after receipt of the alleged defect has been received by GS, a GS representative may investigate the claim. You must allow a representative of the alleged defective product and must supply samples that adequately demonstrate the alleged problem for testing by GS as part of the investigation. This IS AN ABSOLUTE CONDITION PRECEDENT TO THE RIGHT TO BRING CLAIM. Upon being permitted such opportunity to investigate, GS, in its sole and absolute discretion, shall then promptly proceed to inspect the property by the alledged damaged property fully by the owner or the owner, at the expense of the owner, as a matter of right as a matter of right as an inspection.

All disputed claims or other disputes that may arise between the owner and GS arising out of or relating to in connection with this Limited Warranty shall be submitted to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association then in effect unless the parties mutually agree otherwise. This agreement to arbitrate shall specifically encompass under the applicable state law, the interpretation and application of the Limited Warranty, and any and all related issues.

GS shall have the right to settle by arbitration any and all such matters.

GS will not be liable for any expenditure you may incur in replacing or repairing shingles which is incurred prior to written acknowledgment of GS responsibility.

**6. REMEDIES** — GS will, within a reasonable time after acknowledgment of claims by GS, repair, replace, and/or remedy the defects identified by the arbitrator, and will promptly reimburse the owner or his insurance carrier, as applicable, for any reasonable and necessary repair expenses incurred by the owner or his insurance carrier, as applicable.

**7. REPLACEMENT SHINGLES** — Any replacement shingles provided by GS or in settlement of claims shall be warranted for the balance of the original Warranty Period as though purchased and installed at the time of the installation of the shingles which have been replaced. GS reserves the right to discontinue and/or make changes in any of its products. If products identical to those covered by this warranty are not available, GS shall have the right to substitute reasonable and available equivalency products.

**8. STATE LAW** — Some states do not allow limitations on the duration of an implied warranty or the exclusion of consequential damages, so the above limitation or exclusion may not apply. You may have legal rights other than those granted by this warranty which vary from state to state.

**9. NON-TRANSFERABILITY** — This warranty is limited to the original owner (homeowner/consumer) and CANNOT be assigned or transferred under any condition.

**10. EFFECTIVE DATE** — This Limited Roof Shingle Warranty Certificate applies to shingles applied on or after January 1, 1995 through December 31, 1995.

The warranty period starts at the completion of the proper shingle installation and, unless terminated by the sale of the property upon which the shingles are applied, expires at the end of the warranty period applicable to the type of shingle applied.

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**Table:**

<table>
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<tr>
<th>Shingles Purchased (Brand Name)</th>
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GS ROOFING PRODUCTS COMPANY, INC.