

DURO-LAST®

**2-Year
Material Only
Limited Warranty**

Date of Issuance: _____

Subject to the following terms and conditions, Duro-Last, Inc., ("Duro-Last") grants this Material Only Limited Warranty ("Limited Warranty") to the Owner of a building ("Owner") with Duro-Last Roof Pavers ("Pavers") installed upon it that the Pavers will be free from manufacturing defects for a period of two (2) years from the date of installation, if properly installed, and maintained.

Owner shall notify Duro-Last within thirty (30) days of discovering any alleged defect by calling the Duro-Last Quality Assurance Department at 1-866-284-9424, by e-mailing ws@duro-last.com, or by certified mail, return receipt requested. Owner's notice to the roofing contractor, seller, distributor or installer of the Pavers is NOT notice to Duro-Last. Duro-Last may require Owner to submit, at Owner's expense, photos or samples of alleged defects to the Pavers.

If Duro-Last determines that the Pavers are evidencing manufacturing defects, Duro-Last's liability and Owner's remedies are limited, at Duro-Last's option, to the repair, replacement, or pro-rated refund of the defective Pavers.

EXCLUSIONS

1. This Limited Warranty does not cover:
 - A. Cosmetic flaws such as surface imperfections, differences in color, color change, gaps or scratches.
 - B. Damage resulting from excessive wear, improper use, fire, lightning, damage from animals or insects, or Acts of God, including but not limited to: gale force winds or greater, tornado, hurricane, or earthquake.
 - C. Installation, damages resulting from installation, improper drainage or water flow off of the rooftop or roofing system, excessive weight on the roof, building design issues, roof load issues, condensation, installation over incompatible substrates, or damages caused by the use of adhesives or adhering the pavers.
 - D. Damage caused by: Accident, vandalism, intentional act, chemicals not normally found in nature, negligence or failure to use reasonable care, whether on the part of Owner or another.
2. This Limited Warranty shall not be transferred or assigned to any subsequent Owners.
3. This Limited Warranty covers the Pavers only. Roofing membranes, roofing systems, flashings, adhesives, drain rings or drain details and other accessories of a roofing system are not covered by this Warranty.
4. Duro-Last shall have no liability under any theory of law for any claims, repairs, restoration or other damages relating to vapors, fumes, polyvinyl chloride, phthalates, molds, fungi, bacteria, mycotoxins or the like in the building or in the air or water.

No representative of Duro-Last, the contractor, distributor, the seller or the installer has authority to make any representations or promises except as stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR ANY ALLEGED FAILURE OF THE DURO-LAST ROOF PAVER PRODUCT. THERE ARE NO WARRANTIES COVERING SURFACE WEAR OR INSTALLATION. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE (EITHER EXPRESS OR IMPLIED IN FACT, LAW OR CUSTOM) THAT EXTEND BEYOND THIS DOCUMENT. DURO-LAST SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR OTHER DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR CONTENTS.

**DURO-LAST®, INC.
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