



20 YEAR LIMITED WARRANTY
BY GLOBAL INNOVATION, LLC

GLOBAL INNOVATION, LLC, a Florida company, (“GLOBAL”) whose principal place of business is 313 SW Windswept Glen, Lake City, Florida 32024, is the manufacturer of ENDUREED®, a patented thatch roofing shingle. GLOBAL hereby offers this limited warranty (“Limited Warranty”) subject to the following terms and conditions:

I.
DEFINITIONS

The following definitions shall apply to this Limited Warranty:

- A. “Product” or “Products” as used herein shall mean ENDUREED® VIVA® THATCH SHINGLE, which consists of simulated palm fronds and leaves manufactured from formed HDPE.
- B. “Defect” or “Defective Product” as used herein shall mean:
1. Rot or decay of the Product.
 2. Delamination of more than forty percent (40%) of the surface area of the Product.
 3. Ultraviolet (“UV”) degradation, which substantially negatively inhibits integrity of the Product, equal to a loss of twenty-five percent (25%) or more of its original design properties.
 4. Faulty materials or components resulting in a loss of twenty-five percent (25%) or more of the Product’s original design properties.

5. Color fading consisting of a forty-five percent (45%) or more overall fade of L, A, and B values of the Product (L, a, and b as measured by a colorimeter or spectrophotometer) in the first ten (10) years from the date of purchase.

C. "Original Owner" as used herein shall mean the owner of a building or structure at the time the Product(s) is (are) installed or such owner's direct assignee as permitted by Section V.

D. "Certified Installer" as used herein shall mean those persons designated by GLOBAL in writing as certified to install the Product.

II. LIMITED WARRANTY

A. Express Warranty. GLOBAL warrants to the Original Owner of the Product, subject to the terms and conditions contained in this Limited Warranty, that the Product(s) will be free of a Defect as defined above, for a term of twenty (20) years from the date of purchase of the Product (the "Limited Warranty Term").

B. Disclaimer of Warranties. **THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS LIMITED WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE, AND THE IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

C. Acts of God, Inclement Weather, etc. GLOBAL expressly disclaims any liability whatsoever for damages or Defect resulting from or caused by lightning, windstorm, hurricane, tornado, fire, hailstorm, impact of foreign objects or other storm or casualty or Act of God, or damage to the Product due to settlement, earthquake, distortion, failure, or cracking of the roof, deck, walls, or foundation of any underlying or associated structure or part thereof, or any defect in materials used as a base over which the Product is applied, or damage to the Product resulting from or caused by foot or other traffic on the roof or Product.

D. Negligent Construction, Improper Care of Product, etc. GLOBAL expressly disclaims any liability whatsoever for any failure, damages or Defect resulting from improper installation, maintenance, repair, or storage of the Product, any such causes including, but not limited to, damage from other or related roof work, improper metal/flashing work, deck, insulation or underlayment construction or

assembly, subsequent alterations to the roof or the Product, misuse or neglect, improper care or storage of the Product, or damage during shipment.

III. REMEDIES

- A. Replacement of Defective Product. During the period between the date of purchase of any Product and the ten (10) year anniversary of the date of purchase of such Product (the “Replacement Period”), the exclusive remedy for breach of this Limited Warranty shall be replacement of the Defective Product with a replacement product substantially similar to the Product, as determined in the sole discretion of GLOBAL (the “Replacement Product”). GLOBAL will provide the Replacement Product to the Original Owner (or his, her or its assignee, as permitted by this Limited Warranty) within a reasonable time following GLOBAL’S receipt of a Notice of Defect, as required under Section IV(A), below. In no event shall GLOBAL be responsible for a replacement cost in excess of the price paid for the Product by the Original Owner or the replacement of any materials or products other than the Defective Product.
- B. Percentage of Replacement Costs. During the period between the expiration of the Replacement Period and the end of the Limited Warranty Term, the exclusive remedy for breach of this Limited Warranty, if any, shall be, in the sole discretion of GLOBAL, (a) payment (the “Warranty Payment”) to Original Owner of the following amount, as applicable: (i) during the eleventh (11th) year of the Limited Warranty Term, an amount equal to GLOBAL’s standard pricing for the Product at the time of its receipt of a Notice of Defect, reduced by fifty percent (50%), (ii) between the twelfth (12th) year of the Limited Warranty Term and the expiration of the Limited Warranty Term, an amount equal to GLOBAL’s standard pricing for the Product at the time of its receipt of a Notice of Defect, reduced by fifty percent (50%) less five and 55/100 percent (5.55%) for each year beyond the eleventh (11th) year of the Limited Warranty Term, or (b) a discount on the purchase of a Replacement Product from GLOBAL in an amount equal to the discounted amount calculated in clause (a) above. As an example of the foregoing calculation, if a Defect is discovered and a valid Notice of Defect is delivered to GLOBAL during year fifteen (15) of the Limited Warranty Term, Original Owner may receive a payment or discount on the purchase of a Product in the amount of the then-current price of the Product, reduced by 27.8% (i.e., 50% - (4 x 5.55%)). At no time during the Limited Warranty Term shall GLOBAL be responsible for labor or non-Product costs incurred with respect to the installation of any original or Replacement Product, or replacement of metal work, flashing, or other related work or materials. In no event shall GLOBAL be responsible for a replacement cost in excess of the price originally paid for the Product. All and any payments made by GLOBAL to satisfy its warranty obligations to the Original Owner shall

be made in United States dollars and shall serve as complete satisfaction of GLOBAL's obligation, if any, to provide the Replacement Product.

C. Disclaimer of Incidental or Consequential Damages. **IN NO EVENT, WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE, SHALL GLOBAL BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE INTERIOR OF THE BUILDING OR TO ANY PROPERTY CONTAINED THEREIN OR THEREABOUT OR FOR ANY INJURIES OR DAMAGES SUSTAINED BY ANY PERSON(S) OR ANY SPECIAL DAMAGES OF ANY KIND WHATSOEVER.**

IV. CLAIMS

A. Notice of Defect. Claims under this Limited Warranty must be submitted in writing within thirty (30) days after discovery of the alleged Defect, together with proof of purchase and installation dates, to GLOBAL at:

Global Innovation, LLC
313 SW Windswept Glen
Lake City, Florida 32024
United States of America

or at such other address as GLOBAL may identify from time to time. To establish the purchase and installation dates, complete the warranty registration and mail it by certified mail to GLOBAL, at the address listed above, within thirty (30) days after completion of installation of the Product.

B. Investigation of Claim and Resolution Procedure. Within a reasonable time following receipt of the claim, GLOBAL shall, at its discretion, investigate the claim and, if GLOBAL determines that the Limited Warranty covers the alleged Defect, GLOBAL shall resolve the complaint in accordance with the terms and conditions of this Limited Warranty within a reasonable period of time thereafter, but no later than six

(6) months after the date of receipt of the Notice of Defect. In no event shall GLOBAL be liable for unauthorized replacement of the Product or any other labor or material charges or changes incurred prior to GLOBAL's acknowledgement that it will replace the Defective Product, or remit a percentage of replacement costs, whichever is applicable, as allowed under Section III above.

V.

LIMITATION ON ASSIGNMENT OF LIMITED WARRANTY

A. Assignment. This Limited Warranty may be assigned upon the transfer of ownership by the Original Owner to the new property owner, at the time of the sale of the property, and such party will be deemed the Original Owner.

VI.

ACTIONS VOIDING LIMITED WARRANTY

A. Alteration of the Product or Roof. Any alteration of the Product or roof shall void this Limited Warranty and the remedies available hereunder unless such alteration is approved in advance, in writing by GLOBAL.

B. Failure to Follow GLOBAL Installation Guidelines. This Limited Warranty and the remedies provided hereunder are void unless the Product is installed by a Certified Installer pursuant to an installation method and design approved in writing by GLOBAL and in accordance with the specific installation instructions provided by GLOBAL.

VII.

NO AGENCY

Installers of the Product (including but not limited to Certified Installers) shall not be deemed agents, representatives or employees of GLOBAL, and therefore shall have no authority to bind GLOBAL, or create liability on behalf of GLOBAL, in any way.

NO REPRESENTATIVE, EMPLOYEE OR AGENT OF GLOBAL OR ANY OTHER PERSON HAS AUTHORITY TO ASSUME OR BIND GLOBAL FOR ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE PRODUCT BEYOND THAT SET FORTH HEREIN, UNLESS SPECIFICALLY AUTHORIZED IN WRITING BY THE PRESIDENT OF GLOBAL.

**VIII.
MISCELLANEOUS**

- A. Governing Law. This Limited Warranty and the rights of the parties hereunder shall be interpreted in accordance with and governed by the laws of the State of Florida, United States of America, and to the extent controlling over such laws of Florida, the federal laws of the United States of America, without regard to its choice or conflicts of laws rules or principles.
- B. Venue and Jurisdiction. The exclusive jurisdiction and venue shall be in the Circuit Court of Columbia County, Florida, United States of America, or such courts of appeal and United States federal courts as have jurisdiction over Columbia County, in connection with any action, suit, or other proceeding arising from, relating to, or in any way connected with this Limited Warranty. Each party asserting a claim under this Limited Warranty agrees that it will not assert in any such action, suit, or proceeding that it is not personally subject to the jurisdiction of such court, that the action, suit, or proceeding is brought in an inconvenient forum, and/or that the venue of the action, suit, or proceeding is improper.
- C. Captions and Headings. Titles, captions, and headings contained in this Limited Warranty are inserted only as a matter of convenience and for reference and in no way define, limit, extend, or describe the scope of this Limited Warranty or the intent of any provision hereof.
- D. Severability. If any provision in this Limited Warranty is held to be invalid, illegal, or unenforceable in any respect or the application of any provision is held to be invalid, illegal, or unenforceable as to any person, fact, circumstance or situation, such invalidity, illegality, or unenforceability shall not affect the remainder of such provision, any other provision hereof, or any permitted application. This Limited Warranty shall be construed so as to be valid, legal, binding and enforceable to the fullest extent permitted by law, and as if this Limited Warranty had never contained any such invalid, illegal, or unenforceable provision.

abh/20070605

WARRANTY RIDER

VIVA Thatch Roofing 'Click-Lock' Batten system

GLOBAL hereby offers this limited warranty ("Limited Warranty") subject to the terms and conditions in the primary Endureed VIVA product warranty, and as established in the following definitions:

DEFINITIONS

The following definitions shall apply to this Limited Warranty Rider:

A. "Product" or "Products" as used herein shall mean:

Click-Lock™ linear batten attachment piece, which consists of an extruded, colored rigid PVC

This product is intended for exterior use, in conjunction with the VIVA shingle; however, it is not designed for long-term direct UV exposure.

B. "Defect" or "Defective Product" as used herein shall mean:

1. Rot, or organic decay of the Product.
2. Delamination/Separation of more than forty percent (25%) of the surface area of the product.
3. Faulty materials or components resulting in a loss of twenty-five percent (25%) or more of the Product's original design properties.

Terms for:

LIMITED WARRANTY

REMEDIES

CLAIMS

LIMITATION ON ASSIGNMENT OF LIMITED WARRANTY

ACTIONS VOIDING LIMITED WARRANTY

NO AGENCY

MISCELLANEOUS

Shall be in accordance with sections II - VIII of primary Endureed VIVA product warranty.