

RESIDENTIAL ROOFING MATERIAL AND WORKMANSHIP WARRANTY

Thank you for choosing Estep & Hessberg, LLC d/b/a ProFormance Roofing ("ProFormance") for your recent roofing project. Our Premium Warranty (the "Warranty") is available exclusively to ProFormance customers and offers an enhanced warranty that is a combination of the manufacturer's material warranty and ProFormance workmanship warranty; you get quality name-brand products and a warranted installation.

We have attempted to write this warranty in clear, plain English, so you will fully understand the warranty we are making to you. If anything in this warranty is not clear to you, please call us at (407) 702-0206 or visit our web site at www.proformancerooofs.com.

THE PREMIUM WARRANTY: WHO & WHAT IS COVERED

To be entitled to the benefits of this ProFormance Warranty, you must be the original consumer/purchaser (the "Property Owner") of a complete roofing installation by ProFormance. In addition to the roofing shingle manufacturer warranty, ProFormance will warranty the workmanship for a period of ten (10) years commencing on the date the roofing installation is completed (the "Workmanship Period"). Workmanship includes any aspect of the installation that is found to adversely affect the performance of your roofing system, or which may cause or result in any leakage. During the Workmanship Period, if any part of the roofing system is found to have workmanship defects, ProFormance, at its sole discretion, will arrange to have the roof repaired or re-covered (including flashings, if necessary), labor and materials included, along with adequate tear-off, disposal and replacement.

ProFormance retains the right to fulfill its obligation by providing replacement materials and compensation as defined herein, for the reasonable cost of labor and other materials needed to repair or replace your roof, including tear-off and disposal costs.

ELIGIBILITY REQUIREMENTS FOR THIS WARRANTY

To be eligible for the benefits of this Warranty, the following conditions are required:

1. Your roofing system must have been installed by ProFormance.
2. Your roofing system must cover the entire structure. Incomplete roofs installed on only a portion of a structure do not qualify.
3. Your roofing system must include new shingles, underlayment products, including ice and water barrier products, and ventilation products.
4. New metal flashings and drip edges must be installed with step flashing required for sidewall, front walls and chimney applications. Counter flashing is required where applicable.

Should you as the Property Owner elect to omit any of the foregoing or undertake to provide any of the materials or services related to the foregoing on your own, this Warranty shall be void.

REQUIRED COMPONENTS, PROCEDURES AND STANDARDS

1. All shingles and products must be installed on the structure to be eligible for the Warranty.
2. All work must be completed by ProFormance, or ProFormance contractors or affiliates (retained and engaged by ProFormance).
3. The building structure and roof deck must be sound, comply with all local codes and ordinances, and sufficient to support the weight of the roofing system and transient load during application.
4. The roof deck must be an acceptable substrate:
 - a. Sheathing panels shall meet adopted building code requirements and be at least 3/8" (10 mm) thick, exterior-grade plywood or 7/16" (11 mm) oriented strand board (OSB).
 - b. Sheathing panels should be supported, gapped and securely nailed to all framing members as required by applicable building code requirements.

- c. Materials cannot be installed over existing roofing materials (i.e. re-covering) or deteriorated wood products. A complete tear-off of the pre-existing roof is required.
5. Besides replacement of warped or rotted decking, repairs are required at other areas of roof that could lead to leaks unrelated to proper installation (such as deteriorated chimney mortar).
 6. Ventilation must comply with applicable building codes.
 7. Application or appropriate self-adhering membranes is required around sheet metal accessory penetrations, flanges, and flashings, as dictated by applicable building codes.
 8. Sheet metal flashing, edge metal, and accessories must be installed at roof intersections, vertical transitions to sidewalls, curbs, and chimney, and around roof openings.
 9. Coverage under this Warranty will not become effective unless and until ProFormance has been paid in full for all services and materials by Property Owner or Property Owner's insurance company.

HOW LONG ARE YOU COVERED?

ALL IMPLIED WARRANTIES APPLICABLE TO YOUR SHINGLES OR ROOFING SYSTEM ARE LIMITED IN DURATION TO THE MANUFACTURER WARRANTY. THE WORKMANSHIP WARRANTY EXISTS FOR A PERIOD OF TEN (10) YEARS FROM THE DATE OF INSTALLATION.

If you make a claim under this Warranty which results in a repair of your roof, this Warranty will continue, unaffected, for the remainder of the Warranty Period, as long as the repairs are completed by ProFormance. However, if you make a claim which results in your entire roof being removed and replaced, this Warranty will be void and a new Warranty will commence upon completion of the new roofing installation project.

WHAT ABOUT WIND RESISTANCE

Your shingles contain asphalt sealant that requires direct warm sunlight for several days ("Thermal Sealing") in order to seal properly. If your shingles are installed during a period of cool weather, they may not adequately seal until the weather warms, and if your shingles never receive direct sunlight or are not exposed to adequate surface temperatures, they may never achieve Thermal Sealing. Prior to your shingles achieving Thermal Sealing, your shingles are more vulnerable to blow-offs and wind damage. This is the fundamental nature of shingles and not a manufacturing defect. After your shingles have achieved Thermal Sealing; however, they will be covered under this Warranty if they experience blow-offs or wind damage in winds (including gusts) up to the levels and for the period from the original installation date ("Wind Warranty Period")

The ProFormance Warranty also covers loss from wind damage, depending on the shingle product purchased by the Property Owner. Where required by building code or local amendments, the roofing product shall be installed utilizing the proper amount of nails, with proper adhesion by hand-sealing utilizing asphalt roof cement conforming to ATSM D4586 or by activation of the shingles' self-sealing strips. ProFormance's maximum liability for wind damage coverage is, at its option, to either repair or replace blown-off shingles (including materials and labor) or be allowed the opportunity to hand-seal (or have hand-sealed) the shingles at our expense.

NOTWITHSTANDING THE FOREGOING, WINDSTORM COVERAGE DOES NOT INCLUDE DAMAGE THAT RESULTS FROM HURRICANES, TORNADOES, OR SIMILAR CAUSES, AND OTHER ACTS OF GOD.

WHAT ABOUT ALGAE RESISTANCE

If the shingles that you purchased were not specifically labeled as "Algae Resistant" ("AR"), then any discoloration caused by algae is not covered by this Warranty as explained in "What is Not Covered" below. However, if you did purchase AR shingles, they are covered for the period described in the product manufacturer warranty materials. Provided the discoloration occurs within the Warranty Period, and results from brown-black staining caused by growth of cyanobacteria Gloeocapsa magma algae. We do not cover the effects of other growth such as mold, lichen, and green algae. If brown-black staining occurs during the Warranty Period, ProFormance will repair, replace or recover the affected AR shingles. For purposes of this Warranty, as regards to AR shingles, the term "repair" as used herein, refers to cleaning or otherwise removing any algae growth from affected AR shingles. Decisions

regarding whether your AR shingles should be repaired, replaced or recovered will be made solely by ProFormance.

TRANSFERABILITY

THE WARRANTY GRANTED HEREIN IS NOT TRANSFERRABLE FROM THE PROPERTY OWNER TO ANY PERSON OR SUCCESSOR FOR ANY REASON AT ANY TIME.

WHAT IS NOT COVERED

This Warranty does not cover damage due to any cause not expressly covered in this Warranty. This Warranty does not cover any problems with non-defective shingles or products caused by conditions or handling beyond the control of ProFormance. Some examples of conditions not covered by this Warranty include:

1. Acts of God such as hail, strong storms or winds (including gusts) over the maximum wind speed listed in the shingle or product manufacturer warranty literature, water damage above the area covered by leak barriers or flashings, or water or pest infiltration through exhaust vents.
2. Damage to or failure of the shingles and roofing system as a result of damage to or the failure of the underlying roofing structure, or failure and/or rusting of roof nails;
3. Foot traffic on your roof or damage caused by objects (e.g. tree branches) falling on your roof;
4. Shading or variations in the color of the shingles, and if applicable, discoloration caused by algae, fungi, lichen or cyanobacteria (unless covered under the "What About Algae Resistance" above;
5. Improper or faulty installation of the roofing system, or any part thereof, by any installer or contractor other than ProFormance;
6. Damage caused by improper or inadequate roof ventilation or roof drainage, unvented attics or enclosed roof rafter assemblies;
7. Settlement of the structure of your property or buckling or cracking of the deck over which your roofing system is installed;
8. Leaks caused by pre-existing conditions, structural failures, or damaged areas on or near the roof that are not part of the roofing system, such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots that allow water to enter the structure or roofing system;
9. Damage to the roofing system caused by alterations made after completion of application, including structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or other modifications;
10. Any damage due to debris, resins, or drippings from foliage;
11. Improper storage, handling or other conditions beyond the control of ProFormance; and
12. Improperly designed or installed gutter or downspout systems.

REPLACEMENT SHINGLE VARIATION

ProFormance is not liable to you if you make a warranty claim in the future and any replacement shingles or products you receive vary in color either because of normal weathering or changes products by the Manufacturer. You should understand that if we replace any of your shingles or products under this Warranty, we reserve the right to provide you with substitute shingles and products that are comparable only in quality and/or price to your original shingles and products.

CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this Warranty, you must do so within thirty (30) days of your discovery of the problem or defect. To fully evaluate your claim, we may ask you to provide pictures of your shingles or shingle samples for us to test. You must do so in order to be eligible to make a claim under this Warranty.

To make a claim or if you have any questions, call us at (407) 702-0206 or visit our web site at www.proformancerooofs.com. If you repair or replace your products before ProFormance has made a determination on your claim, your claim may be denied. ProFormance shall have a reasonable time after notification of a claim to inspect the roof. If requested by ProFormance, the Property Owner shall provide ProFormance with reasonable access to the roof, during normal business hours, for the purpose of conducting an inspection of the roofing products.

NO MODIFICATIONS TO THIS WARRANTY

The terms of this Warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except in writing signed by an officer of ProFormance. Other than such an officer, nobody (regardless of whether a ProFormance employee, a contractor, an installer or otherwise) has authority to act on behalf of ProFormance (for example to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

GOVERNING LAW AND FORUM

This Warranty and all Disputes are governed by United States Federal laws and laws of the State of Florida. The Parties agree to the exclusive jurisdiction and venue of the Circuit Court in and For the Ninth Judicial Circuit, State of Florida, County of Orange.

THE PARTIES HERETO EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT EITHER PARTY HAS OR MAY HAVE TO A TRIAL BY JURY.

SAVINGS AND SEVERABILITY

To the extent that this Warranty is inconsistent with applicable law, this Warranty is hereby modified to be consistent with such applicable law. If a court of competent jurisdiction determines that any term in this Warranty is illegal or unenforceable, the parties intend for the court to interpret or modify this Warranty to effect the original intent of the parties as closely as possible while rendering the term and this Warranty fully legal and enforceable. If a term in this Warranty cannot be rendered legal and enforceable accordingly, the parties intend for the court to sever the illegal or unenforceable term from this Warranty, leaving the remainder of this Warranty enforceable.

LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED. THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM PROFORMANCE AND REPRESENTS THE SOLE REMEDY TO THE PROPERTY OWNER (EXCEPT FOR MANUFACTURER'S WARRANTIES THAT MAY OTHERWISE APPLY. PROFORMANCE MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY. YOUR REMEDY FOR DEFECTIVE SHINGLES OR WORKMANSHIP IS FULLY DESCRIBED IN THE ABOVE SECTION, "HOW LONG ARE YOU COVERED". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. PROFORMANCE HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING SHINGLES OR ROOFING SYSTEM PRODUCTS. PROFORMANCE IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.