

Tile Ventilation Products Limited Warranty

Marco Industries, Inc. is pleased to offer the warranty terms set forth below (the “Warranty”) for the Marco Industries Tile Ventilation Products listed below in accordance with the following terms.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE OR FROM PROVINCE TO PROVINCE.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

WE LIMIT THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

OUR RESPONSIBILITY FOR DEFECTIVE PRODUCTS IS LIMITED TO REPLACEMENT OR REFUND AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

Who Is Covered:

In order to qualify for this Warranty, the property upon which the Tile Ventilation Products has been installed must be located in the United States or Canada, and you must be the original consumer purchaser (i.e., the property owner, not the installer or contractor) of the Tile Ventilation Products.

Transferability of This Warranty:

This Warranty is personal to you and is not transferable to the first subsequent purchaser of your home or property.

What is Covered and How Long You are Covered:

Marco warrants to you, the original owner of the applicable Product, that such Product, when installed in accordance with Marco's published installation instructions, is free from manufacturing defects for the stated warranty duration or for a shorter period of time equal to the warranty of the new roof cover. See Warranty Chart below.

Marco, in its sole discretion, will provide either replacement Tile Ventilation Products or refund the original purchase price paid for any portion of Tile Ventilation Products found to be defective in Marco's reasonable discretion. If, at Marco's discretion, a refund is provided, it shall be on a pro rata basis, according to the purchase price calculated by the age of the Tile Ventilation Product. If, at Marco's discretion, a replacement is provided, the warranty period will not renew. Marco will prorate the amount up to the date of your warranty claim. For example, if you have a 20-Year Prorated Warranty and you make a claim a full ten years after purchase (in the 120th month) we will pay up to 50% of the invoiced purchase price paid for approved claims. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive. Marco makes no warranty regarding replacements that vary in color due to weathering or changes in materials used to make replacement vents. We reserve the right to provide comparable products in function, quality and price to your original Tile vents.

Warranties will be limited to the stated duration from the original installation date or the warranty period of the roof cover installation, whichever is shorter. See Warranty Chart below.

What Is Not Covered:

This limited Warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to follow the product instructions or to perform any preventive maintenance; (e) modifications; (f) unauthorized repair; (g) normal wear and tear; or (h) external causes such as accidents, abuse, or other actions or events beyond our reasonable control.

This limited Warranty is void if Tile Ventilation Products are not installed, finished and maintained according to Marco's written installation instructions. This Warranty does not cover damage beyond Marco's control. Some of the examples of conditions not covered by this Warranty are;

- a. Damage resulting from improper use, improper handling, improper installation;
- b. Impacts by foreign objects, fire, flood, earthquake, storm, tornado, lightning, hurricanes, hail or other acts of God;
- c. Structural shrinkage or distortion of the roof deck or material to which Tile Ventilation Products are applied;
- d. Deterioration of the roof covering;
- e. Exposure to harmful materials or chemicals directly applied or in the atmosphere including, but not limited to salt spray and acid rain;
- f. Leaks caused by any penetrations;
- g. Leaks caused by alteration or repair of the roof or installation of structures, fixtures or utilities on or through the roof;
- h. Failure by the building owner or end user of the Tile Ventilation Products to use reasonable care in maintaining the roof and walls of the building to which the Tile Ventilation Products are attached;
- i. Infiltration or condensation of moisture in, through, around or above the walls of the building to which the Tile Ventilation Products is attached;
- j. Moisture that exists in the roofing system prior to the application of the Product;
- k. Structural failure or failure of material not supplied by the Marco;
- l. Damage resulting from or connected with; negligence, misuse, abuse, improper handling, storage, staging, foot traffic, inadequate drainage, leaks, improperly designed gutters or downspouts
- m. Mold growth caused by inadequate ventilation or moisture that exists in the building to which the Tile Ventilation Products is attached or that enters the building prior to or after the installation of the Tile Ventilation Products
- n. Cost of remediation or removal of hazardous materials, asbestos, mold, fungus, or any other contaminants;
- o. Loss of profits or damage to business reputation; and
- p. Any other cause beyond the control of Marco.

Sole and Exclusive Warranty:

This Warranty is exclusive and replaces all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose. No employee, agent, or representative of Marco has authority to make or give any other warranty or vary any of the terms or conditions of this Warranty. No statements made in any of Marco's brochures, pamphlets, flyers, advertisements or promotional materials of any kind constitute a warranty other than as set forth herein.

Exclusive Remedy and Limitation of Liability:

The remedy stated herein is the sole and exclusive remedy for defects in or failure of Tile Ventilation Products. Marco shall have no liability for any problems caused by leaks or defects caused by the failure of any roofing contractor to apply Tile Ventilation Products in accordance with Marco's written instructions and specifications or recognized industry standards and practices. In no event shall Marco be held liable for damages and/or for special, incidental, indirect, punitive or consequential damages. Marco's liability on any claim of any kind for any loss or damage arising out of, in connection with or resulting from the manufacturer, sale or resale of Tile Ventilation Products shall not exceed the original purchase price of the applicable Tile Ventilation Products. In no event shall Marco industries, Inc. be obligated to pay for the cost of labor for such repair or maintenance.

Jurisdiction and Governing Law:

Any claim or dispute arising out of this Warranty shall be resolved in the state or federal courts of Oklahoma. This Warranty shall be governed by the laws of the State of Oklahoma, without reference to conflict of laws principles thereof.

Enforceability:

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

Claims: What You Must Do

Claims under this Warranty must be made in writing to Marco within the applicable Warranty Period and within thirty (30) days after the discovery of the defect claimed. Such claims must refer to the date of purchase of the Tile Ventilation Products and the name and address of the installer of the Tile Ventilation Products. Claims should be addressed to Marco Industries, Inc., 4150 S 100th E Ave. Suite 301, Tulsa, Ok, 74146. Marco shall have a reasonable opportunity to inspect any Tile Ventilation Products that is subject to a claim under this Warranty before such Tile Ventilation Products is deemed defective.

General:

Marco makes no express warranties except such as set forth herein. The remedies provided in the above Warranty are the sole and exclusive remedies available to you. Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or liability or incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Warranty gives you specific legal rights, and you may have other rights that vary from state to state. You should retain this Warranty for your records in the unlikely event that you need to file a claim.

FOR CANADA ONLY — The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

Warranty Chart (Marco Industries Tile Ventilation Products Covered):

Product	Warranty Length	Transferability
Tile Off Ridge Vent	25 Years	Not Transferable
Tile Gooseneck Vent	25 Years	Not Transferable
Universal Tile Ridge Vent	40 Years	Not Transferable
Dryer Vent	25 Years	Not Transferable