

F-Wave™ REVIA™ Synthetic Roofing Shingles

I. Warranty Coverage and Coverage Periods:

A. DEFINITIONS

1. “Complete Protection (Non-Prorated) Period” means the non-prorated coverage period, as determined by structure type and owner pursuant to Section I.B.
2. “Labor Cost” means the reasonable cost of labor for cleaning, repairing, or installing replacement Shingles, excluding the cost of tear-off, removal or disposal of any Shingle(s), and shall not exceed the original installation cost, and subject to other provisions described herein.
3. “Remaining Coverage Period” means the time of coverage remaining after the expiration of the Complete Protection (Non-Prorated) Period.
4. “Prorated” means a reduction in the value of the Shingles based upon the months of installed usage already enjoyed by the owner of the roof and the number of months remaining in the warranty.
5. This “Limited Warranty” means the Standard Product Limited Warranty described herein.

B. TYPES OF COVERAGE AND CORRESPONDING COVERAGE PERIODS

1. **F-Wave Complete Protection (Non-Prorated Coverage) Period** – 10 or 15 years, varies by structure type and owner according to Sections I.B.1.a. and I.B.1.b.
 - a. Single-family detached home owned by individual(s) – 15 years of ownership, non-prorated, Labor Cost included.
 - b. Other structure types and owners not included in Section I.B.1.a. – 10 years of ownership, non-prorated, Labor Cost included.
 - c. Note: The phrase “Complete Protection Period” refers explicitly to the non-prorated coverage period only and does not waive or otherwise cancel any of the provisions and requirements of the Standard Product Limited Warranty.
2. **Remaining Coverage Period** – 30 to 35 years prorated period (following Complete Protection Non-Prorated Period), varies by structure type and owner according to Sections I.B.2.a. and I.B.2.b.
 - a. Single-family detached home owned by individual(s) – From year 16 to year 50 of ownership, 50% prorated at the beginning of Year 16 then further prorated by the factor $n/600$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.
 - b. Other structure types and owners not included in Section I.B.2.a. – From year 11 to year 40 of ownership, 50% prorated at the beginning of year 11 then further prorated by the factor $n/480$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.
3. **Wind Resistance Coverage** – 10 or 15 years, varies by structure type and owner according to Sections I.B.3.a. and I.B.3.b.
 - a. Single-family detached home owned by individual(s) – 15 years of ownership, non-prorated, Labor Cost included.
 - b. Other structure types and owners not included in Section I.B.3.a. – 10 years of ownership, non-prorated, Labor Cost included.
4. **Class IV Hail Impact Resistance Coverage** – 5 years; single-family detached structures only and no other structure type and owner according to Sections I.B.4.a. and I.B.4.b.
 - a. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included.
 - b. Other structure types and owners not included in Section I.B.4.a. – no Class IV Hail Impact Resistance Coverage.
5. **Algae Resistance Coverage** – 10 or 15 years, varies by structure type and owner according to Sections I.B.4.a. and I.B.4.b.
 - a. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 15 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor $n/180$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.
 - b. Other structure types and owners not included in Section I.B.4.a. – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 10 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor $n/120$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.

6. **Color Fade Coverage**– 10 or 15 years, varies by structure type and owner according to Sections I.B.5.a. and I.B.5.b.
- a. Single-family detached home owned by individual(s) – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 15 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor $n/180$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.
 - b. Other structure types and owners not included in Section I.B.4.a. – 5 years of ownership, non-prorated, Labor Cost included. From year 6 to year 10 of ownership, 50% prorated at the beginning of year 6 then further prorated by the factor $n/120$ each year thereafter, with n being the number of months the Shingles have been installed, Labor Costs and other costs are not included.

II. Additional Terms and Conditions of Standard Product Warranty

A. NOTICE REGARDING TRANSFERABILITY

The original owner may transfer this Limited Warranty once during the life of this Limited Warranty to a purchaser of the structure on which the Shingles have been installed, subject to certain conditions. If this Limited Warranty is transferred for the only time during the Complete Protection Period, the Complete Protection Period will continue for the remainder of its duration. If this Limited Warranty is transferred for the only time after the end of the Complete Protection Period, the balance of the warranty period shall be reduced to 2 years from the date of the transfer and prorated from the original date of purchase by the amount of use already enjoyed. For this Limited Warranty to transfer and the second owner to obtain the benefits of this Limited Warranty, the second owner, within 60 days of the date of the real estate transfer, must contact 1-888-Go-F-Wave and provide written (a) proof of purchase of the Shingles, (b) the installation date of the Shingles, and (c) submit payment of the \$250.00 (USD) Limited Warranty transfer fee. The Warranty Coverage transferred will be the remaining coverage under this Limited Warranty as if the original owner had remained as owner of the structure upon which the Shingles are installed.

B. NOTICE REGARDING LEGAL RIGHTS

This Limited Warranty applies only to products purchased and installed in the United States or Canada (excluding Quebec) and conveys specific legal rights and obligations. The owner of this Limited Warranty may have additional legal rights pursuant to the laws of the state, province or territory in which the Shingles were purchased or installed, or any applicable federal laws, and in such event, the rights of that state, province or territory shall apply.

C. NOTICE REGARDING WHO RECEIVES COVERAGE

To receive the benefits of this Limited Warranty the structure and property on which the Shingles are installed must be located in the United States or Canada (excluding Quebec), and the holder of this Limited Warranty must be either the original purchaser and property owner on which the Shingles are installed or the property owner who acquired the property from the original purchaser and has received a transfer of this Limited Warranty pursuant to the conditions contained herein.

D. NOTICE REGARDING WHAT IS COVERED BY THE STANDARD PRODUCT LIMITED WARRANTY

It is warranted that the Shingles are free from manufacturing defects that (a) materially affect the installed performance of the installed Shingles during the Complete Protection (Non-Prorated) Period; or (b) directly cause any leaks after the Complete Protection (Non-Prorated) Period.

E. NOTICE REGARDING HOW LONG THE SHINGLES ARE COVERED

Subject to this Limited Warranty requirements for Coverage and Transferability, the length of the WeatherForce™ Advantage Standard Product Limited Warranty is comprised of (a) two defined periods for Single-Family Detached Homes owned by individuals: the (1) Complete Protection (Non-Prorated) Period and (2) Remaining Coverage Period; and two defined periods for all other type of structures with a steep-slope roof as outlined in The Standard Product Limited Warranty Period Table.

WEATHERFORCE™ ADVANTAGE STANDARD LIMITED WARRANTY PERIOD TABLE

Structure / Owner Type	Complete Protection (Non-Prorated) Period Years 1-15	Remaining Coverage Period Years 16-50
Single-Family detached, free-standing home owned by individual(s)	100%, Non-Prorated, Material and Labor	50% Pro-Rated after year 15, n/600 for years 16-50. n = the numbers of months installed.
Structure / Owner Type	Years 1-10	Years 11-40
All other structures with a steep-slope roof owned by individual(s) or other owner(s)	100%, Non-Prorated, Material and Labor	50% Pro-Rated after year 10, n/480 for years 11-40. n = the numbers of months installed.

F. NOTICE REGARDING THE COMPLETE PROTECTION (NON-PRORATED) PERIOD

From the date of purchase when installed on a qualified structure and for qualified owner(s) as outlined in The Standard Product Limited Warranty Period Table, F-Wave will compensate the owner of the installed Shingles for the cost, as reasonably determined by F-Wave at its sole discretion, to repair, replace or recover the defective Shingles, subject to the condition that F-Wave has the sole discretion and right to arrange directly for the repair or replacement of the installed Shingles instead of compensating the owner directly. F-Wave reserves the right to discontinue or modify any Shingles, including the colors offered; therefore, replacement Shingles due under this Limited Warranty may not be an exact match. Even if the same color and style of Shingle is available, the product may not appear to be an exact match to the existing Shingles due to normal weathering, aging, and other factors.

1. If F-Wave decides to replace the Shingles, F-Wave will compensate the owner for the cost of replacement of the Shingles and the Labor Costs directly required to replace the defective Shingles, in each case as reasonably determined by F-Wave.
2. If F-Wave decides to repair or recover the Shingles, F-Wave will compensate the owner only for the Labor Costs directly required to repair or recover the defective Shingles, as reasonably determined by F-Wave. The Complete Protection (Non-Prorated) Period is for manufacturing defects only and does not apply to wind, Class IV impact, algae, or color fade resistance. Please review the Wind Resistance, Class IV Impact Resistance, Algae Resistance, and Color Fading Resistance Sections of this Limited Warranty for applicable coverage.

G. NOTICE REGARDING THE REMAINING COVERAGE PERIOD

After the Complete Protection (Non-Prorated) Period expires, the Remaining Coverage Period shall begin. During the term of the Remaining Coverage Period, F-Wave will provide the owner with prorated compensation for the cost of any F-Wave Shingles that F-Wave has determined contain a manufacturing defect and no other costs (including, but not limited to, Labor Costs). The prorated compensation amount is 50% of the original cost after Year 15 from the original registered purchase date, then prorated annually by a factor of n/600 – with n equal to the number of months that the Shingles have been installed (Year 11 for structures other than single-family, detached). F-Wave reserves the right to arrange directly for the repair or replacement of the Shingles instead of compensating the owner for doing so.

H. NOTICE REGARDING OTHER STRUCTURES

All coverage provided by this Limited Warranty depends upon the type of structure upon which the Shingles are installed and the owner of the structure. Class IV Impact Resistance coverage applies only to single-family detached homes that are owned by individual(s). In the event the Shingles are purchased and installed on any other type of structure (such as schools, apartment buildings, condominiums, etc.) or owned by non-individuals (such as corporations, partnerships, trusts, governmental agencies, religious organizations, etc.) the coverage period for this Limited Warranty will be 40 years from the original purchase date of the Shingles, and the Complete Protection (Non- Prorated) Period will be 10 years from the original purchase date of the Shingles.

I. NOTICE REGARDING EXCEPTIONS TO WARRANTY COVERAGE FOR DEFECTIVE SHINGLES

F-Wave's obligation to compensate the owner of Shingles under this Limited Warranty – whether the compensation is for repair, replacement, or recover, or the refund of a proration portion of the cost of defective Shingles as reasonably determined by F-Wave, are subject to the limitations established by this Limited Warranty. F-Wave will not provide compensation to the owner of the Shingles for any underlayment, flashings, or related work, including the removal and disposal of Shingles.

J. NOTICE REGARDING WIND RESISTANCE COVERAGE

F-Wave's Shingles include a non-asphaltic pressure sensitive sealant that when the Shingles are applied correctly according to F-Wave installation instructions, which includes an air temperature above 50 degrees F (10 degrees Celsius) at the time of installation, proper nailing of 6 nails per shingle, and requires a Shingle surface temperature above 74 degrees F (23.3 degrees C) in order to seal properly. If the Shingles are installed during a period where the air temperature is below 50 degrees F (10 degrees C) they may not adequately seal until the air temperature warms for a period of several days. Prior to the Shingles sealing they are more vulnerable to wind-damage. After the Shingles are properly sealed they will be covered under this Limited Warranty if the Shingles experience wind-damage as a result of recorded wind speeds up to 130-MPH (209.2-KPH), and for 15 Years from the original purchase date for single-family detached, free-standing home owned by individual(s); 10 years from the original purchase date for all other structures with a steep-slope roof owned by individual(s) or other owner(s) – otherwise referred to as the Wind Coverage Period. F-Wave is only liable for the reasonable cost of replacing or repairing wind-damaged or blown-off Shingles, including Labor Costs and costs of materials, and which may include the reasonable cost to manually seal any unsealed Shingles.

K. NOTICE REGARDING CLASS IV HAIL IMPACT RESISTANCE COVERAGE

F-Wave Shingles that are properly installed on single-family detached structures owned by individuals are covered for 5 years against excessive non-normal damage, so long as the homeowner reports the first hail impact occurrence following installation, as reasonably determined by F-Wave, and leaks caused by the impact of hailstones that do not exceed 2.0" (5.08 cm) in diameter as determined and verified by State, Provincial or Territorial, as applicable, and U.S or Canadian Federal Government Agency data, and provided that the roof slope of the structure upon which the Shingles are installed is 4:12 (18.5 degrees) and greater, the underlying roof sheathing is a minimum 15/32 inch plywood or minimum 7/16 inch OSB roof sheathing designed for use in roof decks and supported by proper framing (trusses or rafters) and covered by ASTM rated synthetic roofing underlayment, and for reroofing applications the existing shingles must be removed before installing the new Shingles. For this Class IV Hail Impact Resistance Coverage to apply, the owner, within 30 days of the date of the first hail impact occurrence, must contact 1-888-Go-F-Wave and report the hail impact occurrence. Provided all Impact Resistance Coverage requirements are met, if excessive non-normal damage and leaks are caused by the impact of hailstones that do not exceed 2.0" (5.08 cm) in diameter, F-Wave will compensate the owner of the Shingles for the cost – not to exceed the initial cost of the Shingles plus the initial cost of installation, including Labor Costs as reasonably determined by F-Wave – to repair, replace, or recover the affected shingles. Repair includes the option to clean or otherwise remove the affected Shingles only. The decision regarding whether to repair, replace, or recover will be made solely by F-Wave.

L. NOTICE REGARDING ALGAE RESISTANCE COVERAGE

After the Shingles have been properly installed they will be covered for a period of 10-15 years following the date of purchase against brown-black staining due to the growth of blue-green algae. F-Wave does not cover the effects of any other growth, such as mold, lichen, moss, and green algae. Should brown-black staining occur during the Coverage Period, the owner is entitled to the following:

1. During the first 5 years, F-Wave will compensate the owner of the Shingles for the cost – not to exceed the initial cost of the Shingles plus the initial cost of installation, including Labor Costs as reasonably determined by F-Wave – to repair, replace, or recover the affected Shingles. Repair includes the option to clean or otherwise replace the affected Shingles. The decision regarding whether to repair, replace, or recover will be made solely by F-Wave.
2. Years 6-10 or 6-15, depending upon structure type and owner according to Sections I.B.5.a. and I.B.5.b, Labor Costs will not be covered and F-Wave will compensate the owner of the Shingles for the cost – not to exceed 50% of the initial cost of the Shingles – to repair, replace, or recover the affected Shingles. Repair includes the option to clean or otherwise remove the affected Shingles. The decision regarding whether to repair, replace, or recover will be made solely by F-Wave.

M. NOTICE REGARDING COLOR FADING COVERAGE

After the Shingles have been properly installed they may experience uniform color change due to normal weathering, sunlight exposure, air quality, geographic location, and other conditions which are not under the control of F-Wave or the owner of the installed Shingles. F-Wave defines normal weathering as uniform sunlight exposure, and other typical weather and atmospheric exposures which can typically cause exposed colored surfaces to fade, lighten, or what is sometimes referred to as “chalk.” Non-normal and otherwise non-uniform color change that in the reasonable judgement of F-Wave has occurred under the normal conditions referenced above is covered only where the Shingles have received uniform exposures to sunlight and other typical weather and atmospheric conditions. Should non-uniform fading occur during the Coverage Period, the owner is entitled to the following:

1. During the first 5 years, F-Wave will compensate the owner of the Shingles for the cost – not to exceed the initial cost of the Shingles plus the initial cost of installation, including Labor Costs (as reasonably determined by F-Wave) – to repair, replace, or recover the affected Shingles. Repair includes the option to clean or otherwise remove the affected Shingles. The decision regarding whether to repair, replace, or recover will be made solely by F-Wave.
2. During years 6-10 or 6-15, depending upon structure type and owner according to Sections I.B.5.a. and I.B.5.b, Labor Costs will not be covered and F-Wave will compensate the owner of the Shingles for the cost – not to exceed 50% of the initial cost of the Shingles – to repair, replace, or recover the affected Shingles. Repair includes the option to clean or otherwise remove the affected Shingles. The decision regarding whether to repair, replace, or recover will be made solely by F-Wave.

N. NOTICE REGARDING WHAT IS NOT COVERED

This Limited Warranty does not cover damage to Shingles or performance of any Shingles due to any causes that are not expressly covered by this Limited Warranty. Shingles are subjected to conditions and handling which may affect the performance of the Shingles and are beyond the control of F-Wave after they leave the manufacturing facility. This Limited Warranty explicitly does not cover any problems with non-defective Shingles that are caused by conditions and handling that are beyond F-Wave’s control. Examples of conditions and causes that are not covered by this Limited Warranty include:

1. Acts of God, including, but not limited to: hail other than as provided herein by Section K of this Limited Warranty; strong and severe winds such as hurricanes and straight-line winds over the maximum wind speed allowed under our Wind Resistance Coverage; ice damming above any area of the roof above a properly installed leak barrier or flashings or snow or water that infiltrates through exhaust vents and any other roofing penetration;
2. Damage to the Shingles due to failure as a result of damage to or failure of the underlying roof structure, or damage due to an unsuitable underlying roof structure;
3. Intentionally excessive foot traffic on the roof;
4. Damage caused by natural and non-natural objects falling on the Shingles, such as tree limbs and remote control aircraft;
5. Improper or faulty installation of the Shingles (installation must explicitly be in accordance with F-Wave written instructions and comply with local building codes);

6. Shading, variations in color of the Shingles, or discoloration caused by algae, fungus, lichen or cyanobacteria unless covered under the Algae Resistance Coverage provided by this Limited Warranty;
7. Improper and inadequate ventilation or roof drainage or any damage due to improperly designed attics. Please see F-Wave technical bulletins regarding attic ventilation and insulation, available at <https://fwaverroofing.com/resources/>;
8. Settling and movement of the structure upon which the Shingles are installed, or buckling or cracking of the underlying roof deck;
9. Leaks caused by pre-existing conditions, structural failures, or damaged areas on or near the roof that are not a part of the roofing system that includes the Shingles, such as chimneys that have loose and cracked mortar, skylight seams, and soil pipe boots that allow water to enter the roofing system or structure;
10. Improperly designed or installed gutter and downspout systems;
11. Damage to Shingles caused by any alterations made after completion of installation of the Shingles, including, but not limited to, structural changes, additions, equipment installations, power washing, painting and staining, or the application of cleaning solutions, coatings or other modifications to the Shingles;
12. Any damage caused by debris, resins or drippings from foliage and trees;
13. Improper storage, handling and other conditions which are beyond F-Wave's control; and
14. Any repair, recover or replacement costs that the owner incurs that have not been explicitly authorized in advance and in writing by a F-Wave authorized representative.

P. NOTICE REGARDING THE CLAIMS PROCESS AND NOTIFICATION REQUIREMENTS

To make a claim under this Limited Warranty, the owner of the Shingles must do so within 30 days after the potential problem has been discovered. To fully evaluate the claim F-Wave may request, at the Shingle owner's sole expense, that pictures of the Shingles and samples of the Shingles be provided to F-Wave for testing. If so requested, the owner of the Shingles must do so in order to remain eligible to make a claim under this Limited Warranty. To make a claim, please call 1-888-Go-F-Wave and speak with the Warranty Claims Service Representative. If so requested, the owner of the Shingles must permit F-Wave or an F-Wave designee reasonable access to inspect the potential problem. If the owner of the Shingles chooses to repair, replace, or recover the Shingles before F-Wave has reached a final disposition on the claim, the claim may be denied.

Q. SAVINGS AND SEVERABILITY

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

R. NO MODIFICATION OF THIS LIMITED WARRANTY

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

S. LEGAL REMEDIES; LIMITATIONS ON LIABILITY AND DISCLAIMERS

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, AND WARRANTIES, WRITTEN OR ORAL, EXPRESS OR IMPLIED, WHETHER BY STATUTE OR AT LAW, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF F-WAVE, ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, ATTORNEYS, AGENTS, AND ASSIGNS (COLLECTIVELY "F-WAVE"). IN NO EVENT SHALL F-WAVE BE LIABLE FOR PUNITIVE, CONSEQUENTIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS, ANY DAMAGE TO THE PROPERTY, THE BUILDING, OR ITS CONTENTS, OR ANY INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF F-WAVE'S PRODUCTS OR AS A RESULT OF ANY BREACH OF THIS WARRANTY. SOME STATES, PROVINCES OR TERRITORIES DO NOT ALLOW EXCLUSION OR LIMITATION OF IMPLIED WARRANTIES OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO CERTAIN OWNERS OF SHINGLES. NO ARBITRATION OR ACTION FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST F-WAVE RELATING TO OR ARISING OUT OF THE SHINGLES OR THEIR PURCHASES SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE ONE YEAR (OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAW) AFTER THE DATE OF PURCHASE. SOME STATES, PROVINCES OR TERRITORIES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO CERTAIN OWNERS OF SHINGLES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.

T. MANDATORY ARBITRATION; WAIVER OF TRIAL BY JURY; INDIVIDUAL CAPACITY; GOVERNING LAW

EVERY CLAIM, CONTROVERSY, OR DISPUTE OF ANY KIND WHATSOEVER, INCLUDING WHETHER ANY PARTICULAR MATTER IS SUBJECT TO ARBITRATION (EACH, AN "ACTION"), BETWEEN THE OWNER OF THE SHINGLES AND F-WAVE, INCLUDING ITS PREDECESSORS, SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, AND THEIR EMPLOYEES, OFFICERS, DIRECTORS, MANAGERS, ATTORNEYS, AGENTS, AND ASSIGNS (COLLECTIVELY "F-WAVE"), RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE, OR ANY OTHER LEGAL OR EQUITABLE THEORY. TO ARBITRATE AN ACTION AGAINST F-WAVE, THE OWNER OF THE SHINGLES MUST INITIATE THE ARBITRATION IN ACCORDANCE WITH THE APPLICABLE RULES OF ARBITRATION OF THE AMERICAN ARBITRATION ASSOCIATION (WHICH ARE AVAILABLE ONLINE AT WWW.ADR.ORG OR BY CALLING THE AMERICAN ARBITRATION ASSOCIATION AT 1-800-778-7879) AND PROVIDE WRITTEN NOTICE TO F-WAVE AT 921 S. BURLESON BLVD, BURLESON, TX 76028 WITHIN THE TIME PERIOD PRESCRIBED BY LAW. F-WAVE AND THE OWNER OF THE SHINGLES HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY. THE ARBITRATOR MAY AWARD INJUNCTIVE RELIEF ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF WARRANTED BY THAT PARTY'S INDIVIDUAL CLAIM. F-WAVE AND THE OWNER OF THE SHINGLES MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. FURTHER, THE OWNER OF THE SHINGLES AGREES THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIM, AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING. TO THE EXTENT APPLICABLE, THIS LIMITED WARRANTY SHALL BE INTERPRETED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE EXCLUSIVE FORUM AND VENUE FOR ALL ACTIONS ARISING OUT OF THIS CONTRACT SHALL BE THE TEXAS COURTS.

F-Wave™ WeatherForce™ Advantage Standard Product Limited Warranty
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