

AlphaFlex Membrane Limited Warranty

ALPHA SYSTEMS LLC. LIMITED 18 YEAR WARRANTY

1. **Warranty.** This Limited Warranty from Alpha Systems LLC. (“Alpha”) applies solely to the original retail purchaser of a finished product (“Product”) that includes a roof membrane supplied by Alpha (the “Alpha Roof Membrane”). Alpha warrants to the original retail purchaser (the “Purchaser”) that for a period of eighteen (18) years from the original purchase date of product, the Alpha Roof Membrane shall be free from defects in materials which cause the Alpha Roof Membrane to degrade, deteriorate, or dry rot. This Limited Warranty is non-transferable. The Limited Warranty is a performance based warranty and does not cover the appearance of the Alpha Roof Membrane. Alpha is a supplier to the RV Industry and does not install the roof membrane.

2. **Coverages.** This Limited Warranty constitutes the exclusive remedy against Alpha for all defects of the Alpha Roof Membrane. The exclusive remedies available to Purchaser shall be at Alpha's sole and absolute discretion, to provide either: (i) material for the replacement of the defective portion of the Alpha Roof Membrane; or (ii) a credit to Purchaser toward the purchase of a new Alpha Roof Membrane. Alpha Systems, LLC will replace the defective material for eighteen (18) years from the original purchase date.

With respect to the cost of labor, for the first two (2) years from the date of purchase, this Limited Warranty will cover one hundred percent (100%) of labor costs on an approved claim. Alpha must approve the applicator to be used and Alpha Systems will pay a maximum rate of .8 hours per lineal foot of coach at a predetermined hourly rate. Alpha will not pay for any removal or installation of any non-Alpha accessories including all underlayments, vents, skylights, antenna, etc. Costs will be reduced on a pro rata basis beginning with the third year and continuing until five years from the date of purchase. For any approved claim made during Year 3 (which is defined as beginning the day after the second anniversary of the date of purchase to the third anniversary date), this Limited Warranty will cover sixty percent (60%) of the cost of labor. After Year 3, there shall be a pro rata reduction of this Limited Warranty's coverage for the cost of labor as follows: Coverage for Year 4 - 40%; Year 5 - 20%. Any claim made after five years from the date of purchase shall not include the cost of labor.

The Limited Warranty excludes Product transportation costs incurred in securing warranty service, loss of time, loss of use, loss of revenues, inconvenience and other incidental damages. This Limited Warranty excludes the cost of removing, repairing or replacing other Product parts or accessories. In the event of the complete failure of the Limited Warranty, Alpha's liability shall not exceed the cost to Alpha of replacing the defective Alpha Roof Membrane with a new Alpha Roof Membrane.

3. **Purchaser's Obligations.** Purchaser is responsible for inspecting the Alpha Roof Membrane at the time of delivery. The Purchaser is responsible for the normal maintenance and care of the Alpha Roof Membrane. The Purchaser should read and follow all care and maintenance instructions for the cleaning and maintenance of the Alpha Roof Membrane. Purchaser should conduct at least quarterly inspections of the Alpha Roof Membrane. Those inspections must be documented in writing when conducted and available if requested.

4. **Claim Procedure.** Within thirty (30) days after discovering a purported defect in the Alpha Roof Membrane, the Purchaser must deliver written notice of the purported defect to Alpha Systems LLC, 5120 Beck Drive, Elkhart, Indiana 46516. Purchaser may also email Alpha Systems at warranty@alphallc.us. The notice from Purchaser must include a description of the defect, the name of the manufacturer, type of unit purchased, original date of purchase, Vehicle Identification Number (VIN), color photographs of the defect(s) in the Alpha Roof Membrane (including an overall view of the roof), and a copy of the original sales receipt. Failure to provide such notice to Alpha within (30) days after discovery of a purported defect will delay any warranty claim.

Purchaser must notify Alpha of any problems believed to require warranty service. Upon receipt of such notice, an Alpha representative will investigate the claim with the supplied information and/or request to have the unit brought to one of its representatives within a reasonable time after receiving Purchaser's written notice. Alpha will arrange for repair or replacement of the defective part(s) of the Alpha Roof Membrane pursuant to the terms of this Limited Warranty. Any roof work performed on the Alpha Roof Membrane prior to receiving Alpha's written authorization WILL VOID THIS LIMITED WARRANTY.

5. **Exclusions from Warranty Coverage.** This warranty does not cover (a) adhesives, solvents, or butyl tapes used to install the Alpha Roof Membrane; (b) materials that are not components of the Alpha Roof Membrane such as caulking or other materials used for the installation of the Alpha Roof Membrane; and (c) care, cleaning, or general maintenance to the Alpha Roof Membrane.

Sealants and other roof related items are not included in this limited Warranty. This warranty shall be void if any component in the Alpha Roof Membrane is not an Alpha product. Alpha shall not be responsible for the cleanliness, discoloration, chalking, or streaking caused by environmental conditions nor contamination by pollutants (oxidation) and presence of the same does not constitute a defect in or to the Alpha Roof Membrane.

This Limited Warranty excludes liability for defects in or damages to an Alpha Roof Membrane caused directly or indirectly by any of the following:

- i. Severe weather conditions such as acts of God, natural disasters, including but not limited to windstorms, gales, tornadoes, hurricanes, lightning, hail, snow or ice storms; floods, earthquakes, earth tremors;
- ii. Deterioration by animal life, insects, algae, fungi, lichens, cyanobacteria, mold or mildew;
- iii. Improper handling of the Alpha Roof Membrane, modifications, alterations, misuse, negligent use, abuse, accidents, or other occurrences beyond the control of Alpha;
- iv. Purchaser's failure to exercise reasonable care in the maintenance and care of the Alpha Roof Membrane;
- v. Failure of the structural integrity of the Product upon which the Alpha Roof Membrane has been installed (including, but not limited to, all fasteners, gaskets, and roof substrate that is damaged from poor maintenance); deficient, defective or inadequate design, workmanship or labor in the installation of the Membrane.
- vi. Alpha Systems, LLC. does not install the Roof membrane and is not responsible for any problems relating directly or indirectly from the installation of the Roof Membrane including, but not limited to, poor adhesive coverage, poor sealing along the edges, stretching of the Roof Membrane, incorrect installation along the sidewalls, failure to protect the Alpha Roof Membrane from raw edges and sidewall edges, and improper installation of roof moldings or other roof components;
- vii. Exposure of the Alpha Roof Membrane to acids, solvents, fats, oils, grease, tree sap, hydrocarbons, petroleum products, and other materials which are generally recognized as corrosive to a single-ply roofing membrane such as the Alpha Roof Membrane;
- viii. Temperature, fire or extreme heat;
- ix. Normal wear, tear, or exposure;
- x. Tears, rips or slicing;
- xi. Items not installed by the Product manufacturer;
- xii. Damages as the result of terrorism; and
- xiii. Any chalking or residual decomposition.
- xiv. Fading or other changes in color because of dirt, airborne pollutants, biological agents or other causes, including but not limited to natural fading.

6. Exclusion of Implied Warranties and Limitations on Damages. THE LIMITED WARRANTY PROVIDED BY ALPHA HEREIN CONSTITUTES PURCHASER'S SOLE AND EXCLUSIVE REMEDY FOR DEFECTS RELATING TO THE ALPHA ROOF MEMBRANE, ALPHA MAKES NO OTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND EXCEPT AS EXPRESSLY STATED HEREIN. ALPHA DISCLAIMS ANY AND ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. IF THEY CANNOT BE DISCLAIMED, ANY IMPLIED WARRANTIES ARE EXPRESSLY LIMITED TO A TERM OF ONE (1) YEAR. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THIS LIMITATION MAY NOT APPLY TO YOU. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ALPHA SHALL NOT BE LIABLE TO PURCHASER FOR ANY CONSEQUENTIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, SPECIAL, OR INDIRECT DAMAGES. ALPHA FURTHER SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, OR STRICT LIABILITY, EXCEPT AS EXPRESSLY PROVIDED HEREIN. THIS WARRANTY MAY NOT BE MODIFIED UNLESS AN AUTHORIZED REPRESENTATIVE OF ALPHA SIGNS A WRITTEN AUTHORIZATION FOR A MODIFICATION. SOME STATES DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSION OR LIMITATION MAY NOT APPLY TO YOU. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREIN, THIS LIMITED WARRANTY IS LIMITED TO REPAIR OR REPLACEMENT AND IF SUCH WARRANTY FAILS BECAUSE ATTEMPTS AT REPAIR ARE NOT COMPLETED WITHIN A REASONABLE TIME, OR IT FAILS FOR ANY OTHER REASON, ANY DAMAGES ARE LIMITED TO THE COST TO ALPHA TO REPLACE THE DEFECTIVE ALPHA ROOF MEMBRANE WITH A NEW ALPHA ROOF MEMBRANE.



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