

**Attachment to Sales Contract**  
**Nu-Lok Roofing Systems Metal Component Products**

**Product:** The term “Product” refers to Nu-Lok Roofing Systems metal components manufactured by nu-lok USA LLC, “Seller,” under license from Nu-Lok Roofing International PTY LTD for sale in the United States. The Product consists of battens, link channels and stainless steel wire clips used to support natural or ceramic slate on pitched roofs.

**Assignment:** Buyer may not assign the Sales Contract without Seller’s written consent.

**Cancellation:** Buyer may not cancel the Sales Contract without written consent from the Seller. In no event is any Product to be returned to Seller without first obtaining written consent from Seller.

**Limited Warranty:**

The Seller provides a 50-year Limited Warranty for Product sold under this Sales Contract. The 50-Year Limited Warranty Period shall be the sum of the 20-Year Full Warranty Period and the 30-Year Pro Rata Warranty Period as described below.

This warranty may be transferred only once, and only from the owner of the structure on which the Product is initially installed (the “Property”) on the date on which Buyer signs the Sales Contract (“Effective Date”) to the next subsequent owner of the Property.

Buyer is advised to obtain an installation warranty from the roofing installation contractor to cover the performance of the complete roof as installed. Neither Seller nor Nu-Lok Roofing International PTY LTD offers an installation warranty. The manufacturers of the natural or ceramic slate typically used with the Product may offer their individual warranties for their products. The Seller is not liable for any loss or damage of any kind arising out of the installation of the Product.

Seller warrants the Product against defects in materials or workmanship that cause a reduction in the strength of the Product sufficient to cause the Product to fail to safely support ceramic or natural slate on a pitched roof when installed in accordance with the version of Seller’s Installation Manual current at the time of installation. Examples of defects covered by Warranty include deterioration of the Product due to corrosion, metal fatigue, inadequate strength of the materials used in manufacture of the Product or incorrect manufacturing techniques.

No warranty is provided for any form of deterioration of or damage to the coated surfaces of the link channel or wire clip. Coatings are provided for the purpose of appearance and are not intended to nor are they required to enhance the corrosion resistance of the Galvalume and Stainless Steel base metals. Link channel coating is not an essential feature of the link channel. Wire clip coating or black oxidation is not an essential feature of the wire clip.

**Full Warranty**

The Full Warranty period begins on the Effective Date and ends twenty (20) years after the Effective Date.

If Seller determines that there are defects in the Product, its materials or workmanship during the Full Warranty period, Seller agrees, at Seller’s discretion, to either,

- (i) refund the full purchase price of the defective Product (the “Purchase Price”) excluding transportation charges, or,
- (ii) replace defective Product with new Product,

provided always that a sample of any Product that Buyer considers defective be returned freight prepaid to Seller’s sales office in Poultney, Vermont for evaluation.

## **Pro Rata Warranty**

The Pro Rata Warranty period begins on the date the Full Warranty period ends and ends fifty (50) years after the date of the Effective Date. If Seller determines that there are defects in the Product, its materials or workmanship during the Pro Rata Warranty period, Seller agrees, at Seller's discretion, to either,

- (i) refund the full purchase price of the defective Product, excluding transportation charges, reduced by the pro rata portion of the purchase price obtained by multiplying 3.33% of the purchase price by the number of full years that have passed since the end of the Full Warranty period; or
- (ii) replace the defective Product with new Product,

provided always that a sample of any Product the Buyer considers defective be returned freight prepaid to the Seller's sales office in Poultney, Vermont for evaluation.

## **General**

In relation to a claim under the Full Warranty or the Pro Rata Warranty:

- (i) Payment of all transportation charges incurred in:
  - (a) return of defective Product, or any of its component parts to Seller;
  - (b) return of defective Product to Buyer (if applicable); and
  - (c) forwarding of the replacement Product (if applicable) to the party having the right of warranty under the terms of this Agreement (the "Claimant"),shall be borne by the Claimant.
- (ii) Payment of transportation charges and any charges incidental to transportation, such as insurance of the goods during transit, shall be borne by the party claiming the right of warranty under the terms of this warranty agreement;
- (iii) Under no circumstances does this warranty extend to consequential losses or special damages suffered by Buyer including but not limited to damage caused by leakages or floods;
- (iv) Seller's maximum liability under this warranty is expressly limited to the sale price of the Product at the time of the sale, as indicated in the Sales Contract.
- (v) Seller assumes no liability for any damage to people, property, apparatus or otherwise resulting from the improper installation of the Product.
- (vi) This Warranty Agreement does not cover damage to the Product caused by situations and events beyond normal exposure conditions, such as, but not limited to:
  - Wind, including gusts greater than 110 mph, lightning, hurricanes, tornados, hailstorms, earthquakes, fire, explosion, flood or falling objects;
  - Distortion, cracking or other failure or movement of the base material over which the Product is applied, or of the roof deck, walls or foundation of the building itself;
  - Damage caused by structural changes, alterations, additions or by installation of equipment such as aerials, signs or air conditioning equipment to the structure after the original installation of the Product;
  - Abuse, misuse or vandalism;
  - Damage to the Product caused by ice back-up or ice damming;
  - Damage to the Product caused during the transit.

## LIMITATION OF LIABILITY

THIS WARRANTY IS VOID IF, (I) THE PRODUCT HAS BEEN INSTALLED BY A PERSON NOT APPROVED BY SELLER TO PERFORM THE INSTALLATION, OR (II) THE INSTALLATION DID NOT FOLLOW APPLICABLE BUILDING CODES, OR (III) THE INSTALLATION DID NOT CONFORM TO THE PROCEDURES AND RECOMMENDATIONS OF SELLER'S INSTALLATION MANUAL CURRENT AT THE TIME OF INSTALLATION, OR (IV) THE PRODUCT IS REMOVED FOLLOWING INSTALLATION AND IS REINSTALLED ON ANOTHER STRUCTURE.

THE BUYER ACKNOWLEDGES THAT NO WARRANTY, CONDITION, DESCRIPTION OR REPRESENTATION IN RELATION TO THE PRODUCT IS GIVEN BY THE SELLER, EXPRESS OR IMPLIED BY THIS AGREEMENT OR OUTSIDE THIS AGREEMENT. ALL WARRANTIES, TERMS AND CONDITIONS IN RELATION TO THE STATE, QUALITY OR FITNESS OF THE PRODUCT AND OF EVERY OTHER KIND WHETHER EXPRESSED OR IMPLIED BY USE, STATUTE OR OTHERWISE ARE EXCLUDED.

SUBJECT TO THE EXPRESS PROVISIONS OF THIS WARRANTY, THE SOLE OBLIGATION OF THE SELLER UNDER THIS WARRANTY IS TO USE ITS BEST EFFORTS TO REFUND THE PURCHASE PRICE OF THE DEFECTIVE PRODUCT (EITHER FULLY OR PARTIALLY DEPENDING UPON WHETHER THE FULL WARRANTY OR PRO RATA WARRANTY IS APPLICABLE) OR TO REPLACE THE PRODUCT AND IN NO EVENT SHALL THE SELLER BE LIABLE FOR ANY CLAIMS OR DAMAGES INCLUDING, BUT NOT LIMITED TO, CLAIMS FOR FAULTY DESIGN, NEGLIGENT OR MISLEADING ADVICE, DAMAGES ARISING FROM LOSS OR USE OF THE PRODUCT, AND ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES OR INJURY TO ANY PERSON, CORPORATION OR OTHER ENTITIES.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCEPT FOR THE WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HEREBY EXPRESSLY DISCLAIMS AND NEGATES ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AT COMMON LAW, BY STATUTE OR OTHERWISE (INCLUDING ANY IMPLIED OR EXPRESS WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR OF CONFORMITY TO MODELS OR SAMPLES OF MATERIALS), RELATING TO THE ANY OF THE PRODUCTS SOLD OR SUPPLIED BY SELLER.

UNDER NO CIRCUMSTANCES SHALL SELLER BE LIABLE FOR ANY LOSS OF PROFITS OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCTS EVEN IF SELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION ON DAMAGES SHALL APPLY IRRESPECTIVE OF WHETHER OTHER PROVISIONS OF THIS AGREEMENT HAVE BEEN BREACHED OR HAVE PROVEN INEFFECTIVE.

THE WARRANTIES OF SELLER EXPRESSLY SET FORTH IN THIS AGREEMENT SHALL BE BUYER'S SOLE AND EXCLUSIVE REMEDIES RELATING TO THE PRODUCT AND/OR ANY ACT OR OMISSION (OR ANY ALLEGED ACT OR OMISSION) OF SELLER, WHETHER IN OR UNDER CONTRACT, COMMON LAW, TORT (INCLUDING NEGLIGENCE), AND/OR STATUTE, ALL OTHER REMEDIES BEING EXPRESSLY NEGATED AND WAIVED BY BUYER.

**Interpretation of Agreement:** This agreement and the transactions contemplated hereby shall be governed by and interpreted in accordance with the laws of the State of Vermont without giving effect to principles thereof relating to conflicts of law rules that would direct the application of the laws of another jurisdiction.

**Delay or Inability to Deliver:** Seller shall not be liable for loss or damage of any kind resulting from delay or inability to deliver on account of fire, weather, labor troubles, accident, acts of civil or military authorities, or from any other cause beyond the Seller's control. Time of delivery is not the essence of this agreement.

**Payment Terms:** Net amount of the invoice is C.O.D., freight collect, except as may be otherwise agreed between Seller and Buyer. Payment is due in full within 15 days of invoice. The Seller may charge interest on all amounts remaining unpaid to Seller hereunder from time to time from the date on which such amount was due to Seller until the date paid to Seller at a rate of interest equal to the lesser of (a) 1.5% (one and one-half percent) per month, or (b) the maximum rate permitted by applicable law from time to time in effect. The Seller may elect not to ship on such terms if the Buyer's credit references are unsatisfactory to the Seller, or prior overdue balances exist at time of shipment, or a dispute has arisen under other terms of sale. In the event any unpaid amount is placed with an attorney or agent for collection, the fees of the attorney or collection agent may be added to the amount due to Seller.

**Deposit:** All Deposits shall be applied to final invoice.

**Price:** The above price shall remain in effect for a period of 30 days and is payable in U.S. Dollars, F.O.B., Poultney, Vermont.

**Shipment:** Price does not include cost of shipping, unless otherwise specified on an original quotation. Shipment shall be by truck or other method at Buyer's discretion and expense. All shipments are insured at the Buyer's discretion and made at the Buyer's risk. Identification of Product to the Sales Contract shall occur as each shipment is placed in the hands of the carrier.

**Taxes:** The amount of present or future sales tax or revenue tax applicable to the State of Vermont shall be the obligation of the Seller, but shall be added to the sales price. Except as otherwise provided in the preceding sentence, Buyer shall be responsible for and shall pay, when due, any and all sales, use, transfer, documentary, recording, stamp and other similar taxes or similar assessments or fees, (together with all interest, fines, penalties and additions thereto) imposed by any federal, state or local government, governmental department, commission, board, bureau, agency, regulatory authority, instrumentality or judicial or administrative body in connection with the Product or any transfer of the Product contemplated by this Contract.

**Amendments:** No waiver, alteration or modification of the foregoing shall be valid unless made in writing and signed by Seller.

Proposal Number: \_\_\_\_\_

**Acceptance by Buyer's Authorized Representative**

Signature: \_\_\_\_\_

Printed name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_