



Continuus Materials Limited Warranty for EVERBOARD™ Roof Cover Boards

Warranty

Continuus Materials, LLC (“Continuus”) warrants that all EVERBOARD™ engineered composite roof cover boards manufactured by Continuus (the “Product”), when purchased new and installed within the United States of America, will be free from defects in material and workmanship at the time of shipment from Continuus and will be fit for the Product’s intended use as described at www.continnusmaterials.com for a period of two (2) years from the date of manufacture. This Warranty applies only to (i) the original purchaser of the Product from Continuus who resells or installs the Product as a component of a complete roof system and (ii) the owner of the structure on which the Product is installed (in each case, a “Qualified Purchaser”).

Warranty Coverage Exclusions

This Warranty does not cover:

- (1) Any handling, installation, storage, use or maintenance inconsistent with (a) the Product’s intended use as described at www.continnusmaterials.com, (b) the installation instructions for the Product as in effect at the time the Product is installed or (c) building industry standards.
- (2) Improper roof system design, building or structural conditions that compromise the integrity of the Product, including, without limitation, settling of the building or movement of framing members.
- (3) Improper selection or installation of other roof system components including, without limitation, adhesive, fasteners, insulation, flashing or membrane.
- (4) Damage or failure caused by natural calamities, acts of God, or other externalities beyond Continuus’ control such as, without limitation, earthquake, flood, tornado, fire, storm, high winds, hail, or object impact.
- (5) Contact with or exposure to more than an incidental amount of moisture before, during or after installation and including water entry or the accumulation of condensation in the roofing assembly.
- (6) Exposure to mold, mildew, algae, fungi, bacteria or other similar conditions.
- (7) Misuse, abuse or vandalism, whether by the Qualified Purchaser or any third party.
- (8) Unauthorized repair or alteration.
- (9) The actions, omissions, or negligence of the Qualified Purchaser or any third party.
- (10) Failure of the building owner, operator or manager to maintain the building and/or roof system where the Product is installed with reasonable care.
- (11) Aesthetic characteristics of the Products that do not compromise performance.

Continuus shall not be liable for any incidental or consequential damages, claims of loss of business, loss of profits, loss of income or any other losses or expense. Continuus’ liability shall not under any circumstances exceed the purchase price of the allegedly defective Product. This warranty is in lieu of, and Continuus expressly disclaims, any other warranty, express or implied, including any implied warranty of merchantability or fitness for a particular purpose.



Administration of Warranty

During the 2-year Warranty period, Continuus will, in its sole discretion, replace the non-conforming Product or refund the original uninstalled purchase price paid by the Qualified Purchaser with respect to the non-conforming Product, or, where the Product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming Product up to a maximum amount equal to two (2) times the original uninstalled purchase price paid by the Qualified Purchaser with respect to the non-conforming Product, provided that:

1. To initiate a Warranty claim, the Qualified Purchaser must notify Continuus within 10 days of discovering the alleged defect. The Qualified Purchaser shall provide to Continuus the date and address of installation and shall describe the alleged defect in as much detail as possible, with additional photographs or video to the extent feasible. The Qualified Purchaser shall make the building and roof available to Continuus during normal business hours so that Continuus may access and inspect the alleged non-conforming Product. The original invoice and serial number for the Product and installation may be required for settlement in order to establish that the defect has occurred during the Warranty period. For further information contact:

Warranty Claims Department
Continuus Materials, LLC
8000 Research Forest Drive, Suite 115-346
The Woodlands TX 77382

2. Determination of the alleged defect or non-conformity shall be made in the reasonable judgment of Continuus.
3. Any repaired or replaced Product will assume the remainder of the 2-year Warranty period from the date of manufacture of the original Product.
4. The remedies set forth in this Warranty are the sole and exclusive obligation of Continuus and the sole and exclusive remedies for all Qualified Purchasers, in each case with respect to any breach of warranty relating to the Product. This Warranty is non-transferable and does not apply to any subsequent purchaser of the Product or any subsequent owner of a structure. This Warranty is not for the benefit of any third parties. Continuus takes no responsibility for the quality or suitability of the Product except as provided in this Warranty. Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.