



## ROOF MONITOR™ SMART ROOF PROTECTION SYSTEM LIMITED WARRANTY

Subject to the terms and conditions contained herein, Beldon Technologies, Inc., d/b/a Roof Monitor (“Roof Monitor”) warrants to the Owner who has acquired Roof Monitor™ Smart Roof Protection System (the “Roof Monitor System”) pursuant to an Owner Agreement for Roof Monitor System (the “Owner Agreement”) that, for the Warranty Period indicated below, the Roof Monitor System when installed by an authorized Roof Monitor Dealer, and properly maintained and operated, will be free from defects in material and workmanship and shall be fit for the ordinary purposes for which the Roof Monitor System was designed (the “Roof Monitor Product Warranty”), on the terms forth herein. The Roof Monitor System consists of the following brand materials: Controller, Sensor, and Eternabond tape and any other Roof Monitor™ brand products or third-party manufactured equipment approved by Roof Monitor and utilized in the installation of the Roof Monitor System at the Facility (individually a “Roof Monitor System Component” and collectively the “Roof Monitor System Components”).

Defined terms, as set out in the Owner Agreement, are incorporated herein by reference.

THIS ROOF MONITOR PRODUCT WARRANTY DEFINES ROOF MONITOR’S SOLE AND EXCLUSIVE LIABILITY AND OWNER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CLAIM OR CONTROVERSY ARISING OUT OF, OR RELATED TO, ANY ALLEGED DEFICIENCY IN THE ROOF MONITOR SYSTEM OR ANY COMPONENTS WITHIN THAT SYSTEM, IRRESPECTIVE OF WHETHER ANY SUCH CLAIM IS BASED ON TORT (INCLUDING NEGLIGENCE, STRICT LIABILITY, NEGLIGENCE PER SE, OR GROSS NEGLIGENCE), BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY. THIS ROOF MONITOR PRODUCT WARRANTY IS NOT TRANSFERABLE EXCEPT IN ACCORDANCE WITH WARRANTY TRANSFER POLICY SET FORTH HEREIN

### WARRANTY PERIOD

The Warranty Period for the repair of any defects in workmanship and/or materials in any Roof Monitor System Components, when installed by an authorized Roof Monitor Dealer, shall be as follows:

- Roof Monitor™ Controller ▶ Two (2) years from the Date of Installation Completion.
- Roof Monitor™ Sensors ▶ For initial installation – one (1) year from Date of Installation Completion.  
▶ For Sensors purchased by Owner other than initial installation – one (1) year from date of installation.
- All other Roof Monitor System Components ▶ One (1) year from Date of Installation Completion.

The Warranty Period for the Controller or Sensor or another component which is replaced under this Warranty shall only extend to the end of the Warranty Period for the product or component being replaced.

## TERMS, CONDITIONS, LIMITATIONS

1. Repair or replacement of any Roof Monitor System Components (the “Warranty Services”) will be provided by Dealer or by another authorized Roof Monitor Dealer subcontractor, as Roof Monitor may direct (the “Roof Monitor Authorized Service Provider”).
2. During the Warranty Period, Roof Monitor and/or the Roof Monitor Authorized Service Provider shall have free access to the roof of the Facility and to the Controller within the Facility during regular business hours upon prior notice to Owner.
3. Replacement units for defective parts or Product items replaced under this Roof Monitor Product Warranty may, at the option of Roof Monitor, be new or reconditioned to like new quality. Such replacement units assume the warranty status of the product into which they are installed or are replacing, and have no separate or independent warranty of any kind. Title in all defective parts or product items will transfer back to and be returned to Roof Monitor upon removal from the Product.
4. In the event of the discovery by Owner of any defect in any Roof Monitor System Component which is covered by this Roof Monitor Product Warranty, Owner will within thirty (30) days of such discovery provide notice of such claim via the Warranty Services Request Form which may be found at [www.roofmonitor.com](http://www.roofmonitor.com) (a “Warranty Claim”). FAILURE TO PROVIDE SUCH NOTIFICATION OF ANY SUCH WARRANTY CLAIM WITHIN SUCH 30-DAY PERIOD WILL VOID THIS ROOF MONITOR PRODUCT WARRANTY AS TO THAT DEFECT. Roof Monitor shall not be liable for any claim, and this Roof Monitor Product Warranty shall not apply to any claim, for which notice is received by Roof Monitor more than thirty (30) days following the expiration of the applicable Warranty Period.
5. By providing such notification to Roof Monitor of a Warranty Claim, Owner authorizes the Roof Monitor Authorized Service Provider to conduct such tests, investigations and analysis of the Roof Monitor System as is, in its opinion, necessary to determine the cause of the defect. Should the investigation reveal the cause of the defect to be outside the scope of this Roof Monitor Product Warranty, investigation and repair costs for this service shall be paid by Owner within thirty (30) days of receipt of invoice for such fees.
6. If, upon inspection, Roof Monitor the Roof Monitor Authorized Service Provider determines that the defect is caused by a defect in materials or workmanship of any Roof Monitor System Component covered by this Roof Monitor Product Warranty, Owner's remedies and Roof Monitor's liability shall be limited to Roof Monitor's repair or replacement of the defective part.
7. THIS ROOF MONITOR PRODUCT WARRANTY SHALL NOT BE APPLICABLE if, upon inspection by the Roof Monitor Authorized Service Provider, it determines that any of the following has occurred which had a direct or indirect effect of the failure of the Roof Monitor System Component:
  - (a) The Roof Monitor System Component has been damaged by natural disasters, including, but not limited to, lightning, fire, insect infestations, bird(s) attacking sensors, earthquake, tornado, hail, hurricanes, and winds of (3 second) peak gust speeds of fifty-five mph or higher measured at 10 meters above ground; or
  - (b) Loss of integrity of the building envelope and, or structure, including but not limited to partial or complete loss of roof decking, wall siding, windows, doors or other envelope components or from roof damage by wind-blown objects; or
  - (c) Additional loads added to the roof of the Facility after the Roof Monitor System was installed;  
or

- (d) The Roof Monitor System Component was damaged by any intentional or unintentional acts, or negligent acts, accidents, misuse, abuse, vandalism, civil disobedience, or the like which was not caused by Dealer during Installation or by any Roof Monitor Authorized Service Provider; or
  - (e) Deterioration or failure of building components, including but not limited to the roof substrate, walls, mortar, HVAC units, non-Roof Monitor™ brand materials, occurs and damages any Roof Monitor System Component; or
  - (f) Acids, oils, harmful chemicals and the like come in contact with any of the Roof Monitor System and causes damage to the Roof Monitor System; or
  - (g) Failure by Owner to maintain the Facility, including the roof, in a commercially reasonable manner; or
  - (h) The Roof Monitor System encounters ambient temperatures below 28 degrees Fahrenheit or above 130 degrees Fahrenheit for more than thirty (30) minutes.
8. No warranty will apply to normal wear.
9. As to Hawaii and Alaska only, Owner will reimburse the Roof Monitor Authorized Service Provider for travel expense and travel time by such Provider to and from such Facility at commercially reasonable rates as billed by such Provider to Owner, and such expenses are not covered by this Roof Monitor Product Warranty.
10. THIS ROOF MONITOR PRODUCT WARRANTY SHALL BE NULL AND VOID if, after installation of the Roof Monitor System in accordance with the Owner Agreement, without first obtaining written authorization from Roof Monitor (which authorization will not be unreasonably withheld, conditioned or delayed) there are any alterations or repairs made on or through the roof or objects such as, but not limited to, structures, fixtures, solar panels, wind turbines, roof gardens or utilities are placed upon or attached to the roof, and any such authorization may be obtained by calling (844) 492-7646.
11. THIS ROOF MONITOR PRODUCT WARRANTY SHALL BE NULL AND VOID to any Roof Monitor System Component (or any portion thereof) which has been: (a) modified, altered or adapted by anyone other than Roof Monitor or Roof Monitor Authorized Service Provider; (b) maltreated or used in a manner other than in accordance with the Owner Manual and Roof Monitor's applicable documentation and minimum recommendations; (c) installed by anyone other than Roof Monitor or Roof Monitor Authorized Service Provider; (d) repaired by anyone other than Roof Monitor or Roof Monitor Authorized Service Provider; (e) used with any products or services not provided by Roof Monitor, to the extent that the problems are attributable to such use; (f) relocated, to the extent that problems are attributable to such relocation; or (g) purchased from any entity other than Roof Monitor. Roof Monitor is not responsible for any breach of this Roof Monitor Product Warranty that arises out of or relates to Owner's failure to comply with the Agreement. This Roof Monitor Product Warranty is extended only to the original purchaser of the Product and may be void in the event that title to the Product is transferred to a third party other than in accordance with the terms of this Roof Monitor Product Warranty as set forth below.
12. Only Roof Monitor System Components are covered by this Roof Monitor Product Warranty. Roof Monitor specifically disclaims liability, under any theory of law, for damages sustained by or caused by non-Roof Monitor™ brand products and/or those not otherwise provided by Roof Monitor.
13. Roof Monitor shall have no obligation under this Roof Monitor Product Warranty while any fees for installation, supplies, service, and warranty charges owed by Owner to Roof Monitor have not been

timely paid in full to Roof Monitor; and any such period in which such obligations is suspended will not otherwise extend the overall Warranty Period provided herein.

14. Roof Monitor's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provision.
15. Roof Monitor shall not be responsible for the cleanliness or discoloration of any Roof Monitor System Component caused by environmental conditions, including but not limited to dirt, pollutants, or biological agents.
16. Roof Monitor shall have no liability under any theory of law for any claims, repairs, restoration, or other damages including, but not limited to, consequential or incidental damages relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or other infestations or contaminations or the like in the building or in the air, land, or water serving the building.
17. Roof Monitor shall not be responsible for damage resulting from ponding or standing of water or snow accumulation on the Roof Monitor™ Sensors for lengths of time greater than those recommended by the National Roofing Contractors Association (NRCA).
18. FOR ANY CLAIM UNDER THIS ROOF MONITOR PRODUCT WARRANTY, OWNER'S EXCLUSIVE REMEDY AND ROOF MONITOR'S ENTIRE LIABILITY WILL BE LIMITED TO THE OBLIGATION OF ROOF MONITOR TO REPAIR OR, AT ITS OPTION AND EXPENSE, TO REPLACE ANY DEFECTIVE PRODUCT ITEM, OR IF ROOF MONITOR DETERMINES THAT SUCH REPAIR OR REPLACEMENT IS NOT ACHIEVABLE OR PRACTICAL, ROOF MONITOR WILL AT ITS EXPENSE REMOVE THE PRODUCT AND RESTORE THE FACILITY ROOF IN A COMMERCIALY REASONABLE MANNER AND THE INITIAL FEES AND INSTALLATION FEES PAID ROOF MONITOR FOR THE DEFECTIVE PRODUCT ITEM WILL BE REFUNDED OR, AT ROOF MONITOR'S DISCRETION, CREDITED AGAINST OTHER OWNER OBLIGATIONS OR AGAINST FUTURE PURCHASES.
19. TO THE EXTENT NOT PROHIBITED BY LAW, THIS ROOF MONITOR PRODUCT WARRANTY IS EXCLUSIVE AND STRICTLY LIMITED AS SET FORTH HEREIN, AND ROOF MONITOR AND ITS SUPPLIERS HEREBY DISCLAIM ALL OTHER REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE PRODUCT, WHETHER EXPRESS, IMPLIED, ORAL, STATUTORY OR OTHERWISE.
20. WITHOUT LIMITING THE FOREGOING, ROOF MONITOR, ITS SUBCONTRACTORS AND ITS SUPPLIERS EXPRESSLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR USE OR PURPOSE, ACCURACY, TITLE AND NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE. ROOF MONITOR, ITS ROOF MONITOR AUTHORIZED SERVICE PROVIDERS AND ROOF MONITOR SUPPLIERS DO NOT WARRANT THAT THE PRODUCT PERFORMS ANY FUNCTIONS ASSOCIATED WITH AN ALARM SYSTEM OR METEOROLOGICAL SYSTEM, AND DO NOT WARRANT THAT THE OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY ANY PERSONNEL OF ROOF MONITOR OR ANY ROOF MONITOR AUTHORIZED SERVICE PROVIDER OR ANY ROOF MONITOR SUBCONTRACTOR OR AGENT WILL CREATE A REPRESENTATION OR

WARRANTY OTHER THAN AS SPECIFICALLY SET FORTH HEREIN. IN ENTERING INTO THE OWNER AGREEMENT, OWNER IS NOT RELYING ON ANY REPRESENTATION OR WARRANTY, INCLUDING ANY REPRESENTATION OR WARRANTY CONCERNING THE PERFORMANCE OR FUNCTION OF THE PRODUCT OR THE SERVICES, OR THE RESULTS TO BE ACHIEVED BY THEIR USE, OTHER THAN THE LIMITED WARRANTY SET FORTH HEREIN.

21. IN NO EVENT SHALL ROOF MONITOR BE LIABLE OR OBLIGATED FOR SPECIAL, EXEMPLARY, PUNITIVE, INCIDENTAL, DIRECT, INDIRECT, GENERAL OR CONSEQUENTIAL DAMAGES (INCLUDING, BY WAY OF EXAMPLE ONLY, LOST PROFITS OR SAVINGS, LOSS OF BUSINESS OR LOSS OF USE) OR ANY OTHER LOSS, COST OR EXPENSE IN CONNECTION WITH THE PRODUCTS AND RELATED SERVICES, IF ANY, PROVIDED BY ROOF MONITOR, AND THIS DISCLAIMER SHALL EXTEND AS WELL TO ANY LIABILITY FOR NONPERFORMANCE CAUSED BY ROOF MONITOR'S GROSS OR ORDINARY NEGLIGENCE, AND IN ALL CASES REGARDLESS OF WHETHER OR NOT ANY OF THE FOREGOING WERE FORESEEABLE OR THAT ROOF MONITOR WAS ADVISED AS TO THE POSSIBILITY OF SUCH DAMAGES, LOSS, COST, OR EXPENSE.
22. NO PERSON HAS BEEN AUTHORIZED BY ROOF MONITOR TO MAKE ANY FURTHER OR CONTRARY INDEMNITIES, REPRESENTATIONS OR WARRANTIES ON BEHALF OF ROOF MONITOR. THE FOREGOING LIMITATIONS AND DISCLAIMERS OF LIABILITY SHALL BE MADE APPLICABLE TO THE ROOF MONITOR SYSTEM TO THE FURTHEST EXTENT PERMITTED BY APPLICABLE LAW.
23. This Roof Monitor Product Warranty is governed by the laws of the State of Texas irrespective of the location of the Facility.
24. If any implied warranties are provided by law, they are limited in duration, so that they expire at the end of the term of this Roof Monitor Product Warranty or by operation of law, whichever comes first. Some States do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. However, the limitations contained herein are permitted by Texas law.
25. Prior to the initiation of any legal action to enforce or interpret this Roof Monitor Product Warranty, the parties agree to participate, in good faith, in a minimum half day mediation with a mediator the dispute to non-binding mediation under the Commercial Mediation Procedures of the American Arbitration Association, but the mediator must be a contractor, architect or civil engineer with at least five (5) years of experience in commercial construction, and such mediation to be conducted via telephone or in person in San Antonio, Texas. The mediator's and administrative expenses of any mediation under this section will be equally shared by the Parties
26. **Sole and Exclusive Venue. Any claim or cause of action to interpret or enforce this Roof Monitor Product Warranty must be brought solely and exclusively in the San Antonio Division of the United States District Court for the Western District of Texas or in the state courts of the State of Texas located in Bexar County, Texas.**

## WARRANTY TRANSFER POLICY

This Roof Monitor Product Warranty is not assignable by operation of law or otherwise, excepting as set forth below. The Roof Monitor Product Warranty does not automatically transfer to subsequent owner(s) of the Facility. This Roof Monitor Product Warranty will be unenforceable by any transferee if Owner divests itself of its rights in the Facility (herein "Ownership Transfer") unless and until the Ownership Transfer is approved as herein provided (the "Approved Transferee"). Upon approval by Roof Monitor as herein provided, this Roof Monitor Product Warranty shall be transferred to such Approved Transferee as hereinafter provided.

For any such warranty transfer to be effective, all procedures set forth in this Warranty Transfer Policy must be followed:

1. Any request for approval of an Ownership Transfer shall be submitted to [change@roofmonitor.com](mailto:change@roofmonitor.com), and if no response is received by Owner from Roof Monitor within five (5) Business Days of such submission, Owner shall call (844) 492-7646. Such submission shall provide Roof Monitor with the date of any such proposed transfer and identity of the proposed Transferee, and thereafter Owner shall provide Roof Monitor such additional information as it may require in order to evaluate such request.
2. Roof Monitor will not withhold its consent to a transfer to an Affiliate of Owner; and will not unreasonably withhold, condition or delay its consent to any other requested transfer.
3. Any Approved Transferee must agree to be bound by the terms of the Owner Agreement.
4. Any transfer will be only for the then remaining time of the original Warranty Period, but from and after the effective date of such transfer this Roof Monitor Product Warranty will be subject to the terms and conditions set forth in the Roof Monitor Product Warranty found at [www.roofmonitor.com](http://www.roofmonitor.com) as of the date of such the time of such transfer request.
5. Warranty transfer is available only so long as the Product remains on the Facility identified in the Owner Agreement.
6. Warranty transfer is only available if Owner's account is in good standing.
7. The Roof Monitor Product Warranty is eligible for transfer only one time, *i.e. from the original purchaser (Owner) of the Roof Monitor System to the new Owner*.
8. For any transfer, to other than an Affiliate, the following fees shall apply:
  - a. If the request to transfer the Roof Monitor Product Warranty is made after the Ownership Transfer occurs, then Owner shall pay to Roof Monitor, contemporaneous with submission of such request, a reinstatement fee equal to of One Hundred and no/100 Dollars (\$100.00) per month from such date of transfer to such date of submission. This monthly reinstatement fee is consideration for Roof Monitor evaluating Owner's request and is due and payable irrespective of Roof Monitor approving such request, and is exclusive of the evaluation fee and any other costs associated in repairing Roof Monitor products that have been altered or abused. Roof Monitor products that are found to have been altered or abused will need to be repaired, by Roof Monitor, in order to bring the Smart Roof Protection System back into a warrantable condition.
  - b. Warranties are eligible for transfer only after a mandatory Roof Monitor evaluation and performance of necessary repairs by Roof Monitor. To ensure original roof installation has remained unaltered, a Roof Monitor Authorized Service Provider will evaluate the condition of the Roof Monitor System to see what maintenance repairs are necessary to bring the system up to warrantable standards. The system could have been subject to abuse, new penetrations, abnormal wear and tear, etc. If any such problems exist, repairs will be made and charged to Owner at Roof Monitor's then current repair rates and payable by Owner within thirty (30) days of receipt of invoice. Defects in Roof Monitor's labor and/or material covered by this Roof Monitor Product Warranty will

be repaired or replaced at no charge. Following is Roof Monitor's current fee schedule, which is subject to change and are payable when the request is submitted to Roof Monitor:

- Evaluation Fee: \$300 within 30 miles of the main office location of the Roof Monitor Service Provider
- Additional \$1.00 per mile outside the dealers main office location
- Trips to remote locations in Hawaii and Alaska are on a commercially reasonable cost plus basis as determined (including travel time) by the Roof Monitor Service Provider and must be paid prior to the evaluation.

9. If, after the evaluation, the new owner(s) elects not to have the warranty transferred, the evaluation fee will not be refunded and this Roof Monitor Product Warranty will not be eligible for transfer again, thereby voiding the existing Roof Monitor Product Warranty.

This Roof Monitor Product Warranty is incorporated by reference into and is part of the Owner Agreement; but to the extent if any that the terms of this Roof Monitor Product Warranty conflicts with the terms of the Owner Agreement, the provisions of this Roof Monitor Product Warranty shall control.