

ALPHA SYSTEMS, LLC
LIMITED TWELVE YEAR REPLACEMENT ROOF WARRANTY

1. **Warranty.** This Limited Warranty from Alpha Systems, LLC (“Alpha”) applies solely to the owner of an RV that includes a replacement roof membrane (the “Alpha Replacement Roof Membrane”). Alpha warrants to the owner who installed the Alpha Replacement Roof Membrane (the “Purchaser”) that for a period of twelve (12) years from the original purchase date of the Alpha Replacement Roof Membrane that it shall be free from defects in materials which cause the Alpha Replacement Roof Membrane to degrade, deteriorate, or dry rot. This Limited Warranty is non-transferable and is available only to the owner who caused the Alpha Replacement Roof Membrane to be installed. The Limited Warranty is a performance based warranty and does not cover the appearance of the Alpha Replacement Roof Membrane. Alpha is a supplier to the RV Industry and does not install the roof membrane. Since Alpha does not install the roof membrane, it does not warrant the installation of the Alpha Replacement Roof Membrane or offer any warranty against water damage.

2. **Coverages.** This Limited Warranty constitutes the exclusive remedy against Alpha for all defects of the Alpha Replacement Roof Membrane. The exclusive remedies available to Purchaser shall be at Alpha's sole and absolute discretion, to provide either: (i) roof membrane for the replacement of the defective portion of the Alpha Replacement Roof Membrane; or (ii) a credit to Purchaser toward the purchase of a new Alpha Replacement Roof Membrane equal to the estimated roof membrane cost to repair the defective Alpha Replacement Roof Membrane.

For the first two (2) years from the date of purchase, this Limited Warranty will cover one hundred percent (100%) of the cost of the roof membrane on an approved claim. After the first two (2) years from the date of purchase, this Limited Warranty's coverage for the roof membrane will be reduced on a pro rata basis beginning with the third year and continuing until the expiration of the Limited Warranty. 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 eighty percent (80%) of the cost of the roof membrane. After Year 3, there shall be a pro rata reduction of this Limited Warranty's coverage for cost of the roof membrane as follows: Coverage for Year 4 - 60%; Year 5 - 50%; Year 6 - 40%; Year 7 - 30%; Year 8 - 20%; Year 9 - 10%; Year 10 - 5%; Year 11 - 3%; Year 12 - 1%.

With respect to the cost of labor, this Limited Warranty will cover zero percent (0%) of any labor costs on an approved claim. Alpha will not pay for any removal or installation of any accessories including all underlayments, vents, skylights, antenna, etc.

For the first five (5) years from the date of the installation of the Alpha Replacement Roof Membrane, this Limited Warranty covers the cost of shipping the Alpha Replacement Roof Membrane to the approved dealer for repair and/or replacement. Purchaser shall be responsible for such shipping costs for any claim made after five (5) years from the date of installation. The Limited Warranty excludes RV 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 RV parts or accessories. In the event of the complete failure of the Alpha Replacement Roof Membrane, Alpha's liability shall not exceed the cost to Alpha of providing a new Alpha Replacement Roof Membrane.

3. **Purchaser's Obligations.** Purchaser is responsible for inspecting the Alpha Replacement Roof Membrane at the time of delivery. The Purchaser is responsible for the normal maintenance and care of the Alpha Replacement Roof Membrane. The Purchaser should read and follow all care and maintenance instructions for the cleaning and maintenance of the Alpha Replacement 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 Replacement 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, date of installation for the replacement roof membrane, Vehicle Identification Number (VIN), color photographs of the defect(s) in the Alpha Replacement Roof Membrane (including an overall view of the roof), and a copy of the original sales receipt for the Replacement Roof Membrane. 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 Alpha or 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 Replacement Roof Membrane pursuant to the terms of this Limited Warranty. Any roof work performed on the Alpha Replacement 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 Replacement Roof Membrane; (b) materials that are not components of the Alpha Replacement Roof Membrane such as caulking or other materials used for the installation of the Alpha Replacement Roof Membrane; and (c) care, cleaning, or general maintenance to the Alpha Replacement Roof Membrane.

Sealants and other roof related items are not included in this limited Warranty. 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 Replacement Roof Membrane.

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

- i. Severe weather conditions such as windstorms, gales, tornadoes, hurricanes, lightning, hail, snow or ice storms; floods, earthquakes, earth tremors, or other acts of God;
- ii. Improper handling of the Alpha Replacement Roof Membrane, modifications, alterations, misuse, negligent use, abuse, accidents, or other occurrences beyond the control of Alpha;
- iii. Purchaser's failure to exercise reasonable care in the maintenance and care of the Alpha Replacement Roof Membrane, including but not limited to oxidation accumulation;
- iv. Failure of the structural integrity of the RV upon which the Alpha Replacement Roof Membrane has been installed (including, but not limited to, all fasteners, gaskets. and roof substrate that is damaged from poor maintenance);
- v. Improper installation of the Alpha Replacement Roof Membrane including, but not limited to, poor adhesive coverage, poor sealing along the edges, stretching of the Alpha Replacement Roof Membrane, incorrect installation along the sidewalls of the RV, failure to protect the Alpha Replacement Roof Membrane from raw edges and sidewall edges, and improper installation of roof moldings or other roof components;
- vi. Exposure of the Alpha Replacement Roof Membrane to acids, 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 Replacement Roof Membrane;
- vii. Temperature, fire or extreme heat;
- viii. Mold or mildew on the roof;
- ix. Normal wear, tear, or exposure;
- x. Tears, rips or slicing;
- xi. Items not installed by the RV manufacturer;
- xii. Damages as the result of terrorism; and
- xiii. Any chalking or residual decomposition.

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 REPLACEMENT 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 REPLACEMENT ROOF MEMBRANE WITH A NEW ALPHA REPLACEMENT ROOF MEMBRANE.



5120 Beck Drive, Elkhart, IN 46516
phone 574-295-5206 fax 574-970-2703