



LIMITED WARRANTY

This Limited Warranty gives you specific legal rights and you may also have other rights which vary from State to State. This Limited Warranty covers the roofing tiles (the "Tiles") and assembly accessories (the Tiles and the

assembly accessories, the "Roofing System") purchased under a Purchase Order signed and accepted by Millennium Tiles, LLC ("Millennium Tiles" or "We" or "Us" or "Our").

WHO IS COVERED BY THIS LIMITED WARRANTY?

This Limited Warranty is made to any owner of the Roofing System during the Warranty Period ("You" or "Your").

WHAT IS THE WARRANTY PERIOD?

The duration of this Limited Warranty will be fifty (50) years from the date of delivery of the Roofing System to its original purchaser or such purchaser's agent or principal (the "Warranty Period").

WHAT DOES THIS LIMITED WARRANTY COVER?

Subject to the limitations in this Limited Warranty, Millennium Tiles warrants to You that the Roofing System will be free of manufacturing defects which adversely affect its performance.

WHAT DOES THIS LIMITED WARRANTY NOT COVER?

This Limited Warranty does not cover, and We will not be liable for, the following, or for damages related to the following:

(A) CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND RESULTING FROM THE PURCHASE OR USE OF THE ROOFING SYSTEM OR FROM ANY BREACH OF THIS LIMITED WARRANTY (SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SUCH LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU); (B) Installation of the Roofing System more than once or installation of the Roofing System not in accordance with the Millennium Tiles installation instructions; (C) Failure of any other product other than the Roofing System; (D) Surface scratches; (E) Damage to the Roofing System due to causes beyond normal use, including, without limitation: (1) Acts of God, hail storms, tornadoes, hurricanes, winds, floods, typhoons, or monsoons, (2) Fires, explosions, gunfire, acts of terrorism, acts of war, or acts of the public enemy, (3) Human foot traffic or the impact of falling objects, or (4) Improper misuse of the Roofing System; (F) design or construction defects in, settlement, buckling or cracking of, alterations or structural changes to, or equipment installation on, the building on which the Roofing System is installed; (G) Any alteration or modification made to all or any part of the Roofing System after the Roofing System is delivered; or (H) any other event, action, or omission which results in or causes damage or injury to all or any part of the Roofing System other than the manufacture of the Roofing System.

Also, We do not warrant that the color of the Tiles will be uniform or similar to each other. We do not warrant that any replacement or additional Tiles You receive at any time will exactly match the Tiles You originally ordered.

WHAT WILL WE DO TO CORRECT PROBLEMS?

If We determine that one or more parts of the Roofing System actually contain manufacturing defects which adversely affect its performance during the Warranty Period, then We will provide You, in our discretion, either: (1) repair of the defective parts; or (2) replacement of the defective parts; We will also pay for all shipping, freight and packaging charges for sending to You the repaired or replacement part.

WHAT WILL WE NOT DO TO CORRECT PROBLEMS?

We will not reimburse You for any of your expenses whatsoever, including, without limitation, the costs of installing the replacement parts, nor will we refund to you all or any part of the purchase price for the Roofing System. We do not and will not warrant that replacement parts will match, in color or appearance, the replaced parts.

HOW DO YOU GET SERVICE?

If You believe that one or more parts of the Roofing System contains manufacturing defects which adversely affect their performance, then

You must report such claims by contacting Us by letter or by phone at:

Millennium Tiles, LLC,
550 E. Centralia Street, Elkhorn, WI, USA;
phone 262-723-7778

We reserve the right to review Your claim. We also reserve the right to, and may, determine that You are not entitled to remedies under this Limited Warranty, or that all or any part of Your Roofing System does not contain manufacturing defects which adversely affects its performance, or that Your Roofing System was damaged by a cause not covered under this Limited Warranty.

THIS LIMITED WARRANTY IS PROVIDED IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. WE SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, except where such disclaimer is prohibited by State law or with respect to consumers as that term is defined in the Magnusson-Moss Act and by rulemaking of the Federal Trade Commission.

THE PRECEDING LIMITED WARRANTY CONSTITUTES OUR ONLY OBLIGATION TO YOU AND YOUR EXCLUSIVE REMEDY AGAINST US. IN NO EVENT WILL WE BE LIABLE FOR INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER YOUR CLAIMS ARE BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR OTHER THEORIES. ANY ACTION ARISING HEREUNDER MUST BE BROUGHT WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES OR IT WILL BE BARRED. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR CERTAIN OTHER EXCLUSIONS CONTAINED IN WARRANTIES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. THE LIMITATIONS SET FORTH IN THIS WARRANTY SHALL NOT APPLY TO THE EXTENT THAT THEY ARE PROHIBITED BY LAW.

Except as modified in writing signed by You and Us, this Limited Warranty is and will remain the complete and exclusive agreement with respect to warranties, superseding all prior agreements, written and oral, and all other communications between You and Us relating to warranties. No person or entity is authorized to give any other warranty or to assume any other obligation on behalf of Millennium Tiles. Any provision of this Limited Warranty prohibited or unenforceable in any jurisdiction shall be ineffective only to the extent of such prohibition and shall not invalidate any of the remaining provisions of this Limited Warranty.

Any dispute as to any claims under this Limited Warranty will be settled by binding arbitration in the City of Chicago, Illinois by three (3) arbitrators, one (1) of whom will be appointed by Us, one (1) of whom will be appointed by You and the third (3rd) of whom will be appointed by the first two (2) arbitrators. If either party fails to appoint an arbitrator within twenty (20) days of a request in writing by the other party to do so, or if the first two (2) arbitrators cannot agree on the appointment of a third (3rd) arbitrator within twenty (20) days of their designation, then such arbitrator will be appointed by the American Arbitration Association ("AAA"). Except as to the selection of arbitrators, which will be as set forth above, the arbitration will be conducted promptly and expeditiously in accordance with the commercial arbitration rules of the AAA, so as to enable the arbitrators to render an award within ninety (90) days of the commencement of the arbitration proceedings. Judgment upon the award rendered by the arbitrators may be entered in any court having competent jurisdiction thereof. Each party shall bear the expenses of the arbitrator it selects and shall jointly share the expenses of the third (3rd) arbitrator and of the arbitration.