

This Limited Warranty (the "Limited Warranty") contains the sole warranties Ox Engineered Products, LLC, ("OX"), provides with respect to ToughSkin 20 Synthetic Roofing Underlayment product ("ToughSkin Product").¹ The Limited Warranty applies only to ToughSkin Product manufactured by OX on or after January 1, 2023.

Who Is Covered: This Limited Warranty is made to the original purchaser of the ToughSkin Product, as well as the original owner of the Structure onto which ToughSkin Product is installed (collectively referred to as "Buyer"), and cannot be transferred, sold, or assigned to any other person, including any subsequent owner or claimant.

I. WHAT OX WARRANTS & LENGTH OF COVERAGE

Subject to the terms, limitations, and requirements set forth in this document, OX warrants that ToughSkin Product will be free from manufacturing defects and, if installed precisely as stated in OX's installation procedures, will retain its ability to shed water and not deteriorate or decompose under the primary roofing material (except as noted), for a period of twenty-five (25) years from the date of purchase (the "Warranty Period").

Other than as expressly set forth in this document, ToughSkin Product is sold "as is."

EXCEPT AS PROVIDED HEREIN, OX MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AND EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.

II. WHAT OX WILL DO – SOLE & EXCLUSIVE REMEDY

The remedy for the limited warranties set forth above is that: if the ToughSkin Product has not been installed, OX will replace the affected product. If the ToughSkin Product has been installed, OX will contribute to the cost to Buyer of either repairing or replacing (at OX's sole option) the affected ToughSkin Product, excluding labor. OX reserves the right to arrange directly for the repair or replacement of your ToughSkin Product instead of compensating you directly. The manner of compensation is at OX's sole discretion and may be arranged directly by OX or issued in the form of a cash settlement and/or material credit to an existing supplier of ToughSkin Product for replacement product. All costs must be pre-approved by OX.

This is the Buyer's sole and exclusive remedy for any non-conformance of or alleged defect in ToughSkin Product, or any damage caused by ToughSkin Product.

III. LIMITATION OF LIABILITY

IN ADDITION TO THE DAMAGES CAP SET FORTH IN THE PRECEDING SECTION, IN NO EVENT WILL OX BE LIABLE FOR (i) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, ECONOMIC LOSS, LOSS OF USE, OR PROPERTY DAMAGE, EVEN IF INFORMED OF SUCH DAMAGES; OR (ii) ANY THIRD PARTY CLAIMS RELATED TO TOUGHSKIN PRODUCT. THIS LIMITATION APPLIES REGARDLESS OF WHETHER ANY CLAIM OR CAUSE OF ACTION IS BASED IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATION OF LIABILITY SET FORTH IN THIS SECTION III SURVIVES BETWEEN OX AND BUYER EVEN IF THE SOLE AND EXCLUSIVE REMEDY SET FORTH HEREIN IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE.

IV. WHAT IS NOT COVERED: EXCLUSIONS

The Limited Warranty does not cover or provide a remedy for (and occurrence of any of the following will void all warranty coverage):

- a. Failure to strictly follow OX's published installation instructions in effect at the time of purchase, and failure to install ToughSkin Product in accordance with building codes and customary building standards applicable at the time of installation. Information concerning OX's specific requirements may be found on the OX website at www.oxep.com. Information regarding applicable building codes and standards in your area may be obtained from your local building inspector;
- b. Failure to use ToughSkin Product in strict accordance with all applicable OX specifications, recommendations, and guidelines in effect at the time of purchase. These may be found on the OX website at www.oxep.com;
- c. ToughSkin Product exposed to UV after the asphalt shingle roofing material has been installed;
- d. ToughSkin Product installed and left uncovered without asphalt shingle or roofing material for more than 180 days;
- e. ToughSkin Product installed on a roof slope less than a 2:12 pitch;
- f. ToughSkin Product used for an application outside of the recommended slope as defined in the applicable product instructions;
- g. ToughSkin Product damaged by penetrations, including but not limited to penetration by fasteners;
- h. ToughSkin Product installed with non-specified fasteners, such as staples, that are not corrosion resistant;
- i. ToughSkin Product installed over existing underlayment.
- j. ToughSkin Product installed in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna or spa, or any other area exposed to a heightened amount of moisture, humidity, or heat.

¹ "Structure" is defined as a (1) Single-Family Residence (which does not include a manufactured or modular home); (2) a detached unit or building within a multi-family, apartment, condominium or other residential project, or (3) a commercial building, onto which ToughSkin Product is installed.

OX shall also not be liable for any damage caused by:

- a. Acts of God, including but not limited to hail, lightning, flood, high winds, or strong storms;
- b. Use of ToughSkin Product for any purpose other than its intended use, or use of materials incompatible with ToughSkin Product;
- c. Damage to or failure of ToughSkin Product caused by damage to or the failure of the underlying roofing structure onto which ToughSkin Product is installed;
- d. Misuse, abuse, misapplication, or improper storage, transportation, modification, maintenance, or handling in violation of OX recommendations or requirements;
- e. Leaks caused by fasteners;
- f. Animals, natural forces, or acts of nature;
- g. Vandalism;
- h. Abusive conditions, including but not limited to damage caused by alterations made after completion of application (structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or other modifications);
- i. Structural design or defects which prohibit intended and stated performance of ToughSkin Product;
- j. Alterations or settlement of the Structure happening after completion of application, including but not limited to structural changes, equipment installation, painting, or the application of cleaning solutions or coatings, or other modifications;
- k. The negligence, gross negligence, or willful misconduct of Buyer or any third party;
- l. Penetration of the building envelope of the Structure, unless in accordance with applicable published installation instructions for ToughSkin Product; or
- m. Any other cause beyond OX's control.

V. HOW TO MAKE A CLAIM

Compliance with the requirements set forth below is a condition precedent of OX's obligations under this Limited Warranty. The failure to comply with one or more of the requirements below shall void any rights Buyer may have against OX.

A Buyer seeking coverage under this Limited Warranty must notify OX in writing via email to warrantyclaims@oxep.com within thirty (30) days of discovery of the issue with the ToughSkin Product. The notification must include (i) the identification of the ToughSkin Product at issue; (ii) a description of the alleged condition; (iii) photographs of the alleged condition, production codes, and application of the ToughSkin Product at issue; and (iv) documentation of proof of purchase of the component(s) at issue, including the date of such purchase.

Following notification, OX must be provided a reasonable opportunity to inspect the warranted product(s) prior to any alteration, change, or repair, and reasonable time to evaluate the product(s). Unauthorized repair or alteration will void this warranty completely.

VI. MISCELLANEOUS PROVISIONS

- a. **OX Contact & Location.** OX can be contacted by mail at its offices currently located at 22260 Haggerty Road, Suite 365, Northville, Michigan 48167, and for warranty claims at the email address warrantyclaims@oxep.com.
- b. **Choice of Law & Jurisdiction.** All matters covered by this Limited Warranty shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law analysis. Buyer agrees that jurisdiction and venue with regard to any suit brought which is related in any way to ToughSkin Product shall reside solely in the state and federal courts serving the county in which OX's headquarters are then located. Accordingly, Buyer consents to the exercise of personal and subject matter jurisdiction and venue over himself and his agents and employees by such courts for said purposes. To the extent that any portion of this provision may be deemed unenforceable by a court, Buyer intends that this provision shall be construed as broadly as possible to limit the adjudication of disputes arising from his purchase and use of the products to the courts serving the locality in which OX's headquarters are then located.
- c. **Waiver of Right to Jury Trial.** Buyer hereby waives any right to trial by jury.
- d. **Entire Agreement.** This Limited Warranty contains the complete and exclusive agreement between Buyer and OX, and supersedes any and all prior agreements or representations, oral or written, made by or between them, and may be altered only in a writing signed by both parties.
- e. **Enforceability & Severability.** All of the clauses of this Limited Warranty are distinct and severable, and if any clause shall be deemed illegal void, or otherwise unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Warranty. References to "or" shall be interpreted and deemed to be disjunctive but not exclusive (i.e., "or" shall be interpreted to mean "and/or" rather than "either/or").