

LIMITED MATERIAL WARRANTY

Cooley, Incorporate (“Cooley”) warrants to you, the original owner (“Owner”) of the recreational roofing membrane (“Membrane”), that the Membrane shall be free of defects in material which directly cause premature deterioration of the Membrane to the point of failure because of weathering (collectively, “deterioration”) on the vehicle on which the Membrane was originally installed (“Vehicle”), subject to the terms, conditions & limitations stated herein, for twelve (12) years (the “Warranty Period”) beginning on the date the Owner purchases the Vehicle containing the Membrane or has the Membrane installed. In addition, subject to the terms, conditions & limitations stated herein, Cooley agrees to provide a labor warranty to the Owner for a two (2) year period beginning on the date the Owner purchases the Vehicle containing the Membrane or has the Membrane installed (the “Labor Warranty”).

1. This warranty is conditioned upon (a) Owner providing Dicor Corporation (“Dicor”) with written notice within thirty (30) days after the discovery of any deterioration in the Membrane, which it believes are caused by defects in the Membrane, in the particular manner set forth at section 5, below, (b) the nonoccurrence of events or circumstances set forth at section 3, below, and (c) Owner’s providing to Dicor and Cooley free access to the Vehicle during regular business hours for inspection or warranty services work. If, in the sole judgment of Dicor, Owner fails to strictly comply with any of the foregoing conditions, this limited warranty shall not be applicable and shall be null and void and Owner shall be deemed to have irrevocably waived any remedial rights under this limited warranty.

2. If, upon inspection by Dicor, it is determined by Dicor, and agreed to by Cooley, that the deterioration is directly caused by defects in the Membrane material, Owner’s sole and exclusive remedy and Cooley’s sole and exclusive liability shall be limited to Cooley’s providing either, at its option, repairs or a replacement Membrane; provided that, excluding costs solely and directly related to the Labor Warranty, in no event shall Cooley’s liability exceed the amount paid to Cooley for the Membrane by Dicor. Notwithstanding the foregoing, if, upon inspection by Dicor, it is determined by Dicor, and agreed to by Cooley, that the deterioration is directly caused by defects in the Membrane material, Cooley shall, if such determination is made within the two (2) year period beginning on the date the Owner purchases the Vehicle containing the Membrane or has the Membrane installed, also be responsible for removing the defective Membrane and installing a new Membrane. Cooley shall not be responsible for any (a) damage to the Vehicle, (b) damage to contents or to other structures, persons or property, (c) removal, installation or other labor or material costs (except for costs solely and directly related to the Labor Warranty) or (d) indirect, incidental, consequential, special, punitive or exemplary damages or loss of profits which are alleged to be based upon negligence, breach of warranty, breach of contract, strict liability, misrepresentation or any other theory of law or equity.

3. This limited warranty is solely intended to cover deterioration that is caused directly by defective Membrane supplied by Cooley and does not cover installer workmanship or other defects. This limited warranty shall not be applicable and shall be null and void if, in the sole judgment of Cooley, Owner fails to strictly comply with any of the terms and conditions of this warranty or if deterioration is caused by, due to, occasioned by or relating to any of the following:

- a. Damage to the Membrane by (i) acts of God, natural disasters, conditions or causes, including but not limited to lightning, gales, hurricanes, tornadoes, earthquakes, hail, severe storms or fire, (ii) deterioration by plant life, animal life, insects, algae, fungi, lichens, cyanobacteria, mold or mildew

- or (iii) acts of negligence, accident or misuse (including but not limited to vandalism), civil disobedience or acts of war.
- b. Preexisting conditions or equipment, or deterioration in metal work to which the Membrane is, or may be, attached or by materials or equipment not furnished by Cooley.
 - c. Alterations or repairs made on or through the completed roof (such as fixtures, equipment or structures) placed on or attached to the roof without first obtaining Cooley's written authorization.
 - d. Failure of Owner or its lessees (i) to use reasonable care in maintaining the Membrane with approved surface materials and coatings (such as sealants and caulking) or (ii) to strictly adhere to the roofing care and maintenance set forth in the Care and Maintenance Guidelines printed on the reverse side hereof.
 - e. Misuse or negligence in the use of the Vehicle rooftop or its equipment.
 - f. Structural integrity of the Vehicle's roof.
 - g. Use of the Vehicle rooftop for storage of materials, or damage to the Membrane due to any other activities on the Vehicle roof.
 - h. Damage to the Membrane by falling or wind blown objects.
 - i. Changes in the original use of the Vehicle.
 - j. Deficient, defective or inadequate design, workmanship or labor in the installation of the Membrane or other equipment or materials and the negligence, errors and omissions of contractors and engineers.
 - k. Exposure to acids, solvents, greases, oil, fats, chemicals or the like.
 - l. Owner's delay or failure to (i) take prompt action to mitigate damage caused by deterioration in the Membrane or (ii) cause prompt and adequate repair by a Cooley approved contractor of deterioration that is not covered by this limited warranty.
 - m. Fading or other changes in color as a result of dirt, airborne pollutants, biological agents or other causes, including but not limited to natural fading.
4. The Membrane is chemically resistant to many substances, but is not impervious. It is also not compatible with certain other substances, including but not limited to petroleum, aromatic hydrocarbons (i.e. gasoline, petroleum distillates), chlorinated solvents (i.e. Methylene chloride paint remover), oxygenated solvents (i.e. Ethanol, Methanol, Isopropyl Alcohol, Acetone, MEK) and halogenated hydrocarbons (i.e. Bromobenzene, Chlorobenzene, Tetrachloroethene, Trichloromethane, Methylene Chloride). It is the responsibility of Owner to determine whether or not the condition in which the Membrane is to be installed is compatible with the Membrane's performance specifications. Under no circumstances shall Cooley be responsible for deterioration that is caused by utilizing Membrane in non-compatible environments.
5. The notice required in section 1 must be sent by certified mail to: Dicor Corporation, 52878 Airport

Parkway, P.O. Box 1806, Elkhart, Indiana 46515, ATTN: Warranty Department, Recreations Vehicle Membranes. Pre-approval from Dicor is required on all warranty claims before any repairs can be performed. It is the responsibility of the Owner to collect, maintain, and provide to Dicor the following information which will be required on all warranty claims: Model and Vin number of Vehicle; Date of Production; Proof of purchase date (Bill of Sale); Location of Vehicle; Owner name, phone number, and email; Color photos of issue; Detailed description of issue; and Repair estimate. Once the above information is received and approved by Dicor, Dicor will provide an authorization number for the Vehicle. The authorization number must appear on all repair billing. Within thirty (30) days after written notice of the purported defect has been received by Cooley, its authorized representative shall investigate the claim.

6. No representative of Cooley has authority to make any representations or promises, either verbal or written, that is in any manner different that the representations made in this limited warranty.

7. OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH HEREIN, THERE ARE NO REPRESENTATIONS OR WARRANTIES BY COOLEY, EXPRESS OR IMPLIED, AND THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING OR USAGE IN TRADE. THERE ARE NO REMEDIES FOR BREACH OF WARRANTY OR OTHERWISE BY OWNER WITH RESPECT TO THE MEMBRANE, OTHER THAN THE MATERIAL REPAIR/REPLACEMENT REMEDY SET FORTH ABOVE.

8. This limited warranty is extended only to the original Owner and is not transferable or assignable to any other person or party.

9. Cooley's failure at any time to enforce any provision of this limited warranty shall not be construed as a waiver of such provisions. This limited warranty shall be governed by the laws of the State of Rhode Island, without regard to its conflict of laws principles. No claim, cause of action or proceeding (collectively, "Action") may be asserted or commenced against Cooley, unless (a) Owner notifies Cooley in writing of the claim within the time period specified in section 1(a), above, (b) the Action is commenced within six (6) months after the deterioration in the membrane occurs and (c) the Action is commenced in federal or state courts located in Rhode Island. Owner hereby waives all objections to state and federal courts located in Rhode Island as forum non conveniens and all rights to trial by jury.

10. The provisions of this limited warranty shall apply to the fullest extent permitted by law. If any provision is held unenforceable, in whole or in part, such holding shall not affect the validity of the remainder of other provisions. Cooley's waiver of any rights under this limited warranty shall not constitute a waiver of any other rights, nor shall be deemed to be a waiver of Cooley's right to exercise the same or any other rights at any subsequent time.

Care and Maintenance

The care and maintenance of your **Di Flex II** roof is simple and requires no special materials.

- A. Semi-annual inspection of the roof is suggested. Check the membrane for possible damage and check the lap sealant used in all termination areas and around all accessories and fasteners. The lap sealant has a limited life span, depending on the geographic region and conditions, and should be repaired or replaced as needed.
- B. Keep your roof clean. For normal cleaning, use Dicor Roof Cleaners (RP-RC320S) spray or RP-RC160C concentrate) or standard products such as 409, Fantastic or mild detergent are sufficient. Do not use harsh abrasives or products containing solvents. For stubborn stains, a rag dampened with mineral spirits is recommended. **DO NOT SOAK. (Do not apply mineral spirits directly to roof).**
- C. When cleaning, rinse thoroughly with clean water to avoid residue build-up on the roof or sidewall of the vehicle.
- D. Parking in areas where fruit or tree sap may stay on the roof for extended periods of time may result in unremovable stains.

Dicor's Di Flex II TPO roofing membrane is specially formulated for exposure to the sun and natural elements. However, it can be cut or punctured by sharp objects. Use caution when placing any articles or walking on roof. If damage does occur, the membrane can easily be patched in a similar fashion to repairs made to rubber inner tubes. Call your local dealer or Dicor for additional information.

Use caution when walking on a roof covered with **Di Flex II TPO** membrane. The surface may be slippery when damp or wet.

#51529939 v4

SUSTAINABLE CHEMISTRY.

INNOVATIVE SOLUTIONS.

PROVEN PERFORMANCE.

The Americas Asia Europe Middle East

www.cooleysgroup.com