



RONALD MARK ASSOCIATES INC., LIMITED WARRANTY FOR RECREATIONAL VEHICLES

RONALD MARK ASSOCIATES INC. ("RMA") offers this Limited Warranty ("Limited Warranty") solely to the original retail purchaser, ("Purchaser") of the RMA XTRM PLY® thermoplastic roof membrane, ("Roof Membrane") for use in Recreational Vehicles ("RV"). RMA warrants, subject to the provisions set forth herein, to the Purchaser, for a period of fifteen (15) years from the date of original purchase of the Roof Membrane that the Roof Membrane shall be free from defects in materials which cause premature deterioration to the point of failure due to weathering if properly maintained.

This Limited Warranty is non-transferable and is performance based and does not cover the appearance of the Roof Membrane. This Limited Warranty shall not be applicable and shall be null and void if, in the sole judgment of RMA, Purchaser fails to strictly comply with any of the terms and conditions of this Limited Warranty

In order for this Limited Warranty to be available to the Purchaser, Purchaser, must, within thirty (30) days after the discovery of any deterioration in the Roof Membrane, which Purchaser believes are caused by defects in the Roof Membrane, provide RMA with written notice of any such deterioration, by certified mail to: Ronald Mark Associates, PO Box 776, Hillside NJ 07205. RMA must pre-approve all warranty claims ("Approved Claim") before any repairs, credits or Roof Membrane replacements can be performed. The Purchaser must collect, maintain, and provide to RMA the following information which will be required on all warranty claims: model and vin number of RV; date of production; proof of purchase date (bill of sale); location of RV; owner name, phone number, and email; color photos of issue; detailed description of issue; and repair estimate. A sample of the defective roof membrane area must be forwarded to LaSalle Bristol for warranty claims to be considered and approved.

Within thirty (30) days after written notice of the purported defect has been received by RMA its authorized representative will investigate the claim and make its determination on warranty coverage. This Limited Warranty shall not be applicable and shall be null and void if, in the sole judgment of RMA Purchaser fails to strictly comply with any of the terms and conditions of this Limited Warranty under the Exclusions from Limited Warranty Coverage paragraph below.

RMA does not install the Roof membrane and is not responsible for any problems relating directly or indirectly from the installation of the Roof Membrane. In the event that upon inspection by RMA or their designee it is determined that the Roof Membrane indicates premature deterioration to the point of failure as a direct result of weathering, RMA's sole liability and the Purchaser's sole and exclusive remedy shall be limited, at RMA's option, to provide material for the replacement of the defective portion of the Roof Membrane or a credit to the Purchaser towards the purchase of new Roof Membrane equal to the estimated material cost to repair the defective Roof Membrane. **RMA will replace the defective material for fifteen (15) years from the original purchase date. In no event shall the remedy of the Purchaser under this Limited Warranty exceed the material cost of replacing the defective Roof Membrane with a new Roof Membrane.**

This Limited Warranty excludes transportation costs incurred in securing warranty service, loss of time, loss of use, loss of revenues, inconvenience or other incidental damages. This Limited Warranty excludes the cost of repairing or



replacing any other property which is damaged because of a defect in the Roof Membrane as well as other consequential damages. The extent of this Limited Warranty remedy provided to Purchaser hereunder shall not exceed the material cost of replacing the defective or allegedly defective Roof Membrane with a new Roof Membrane.

This Limited Warranty applies only to the condition of the Roof Membrane and does not include improper installation, sealant, adhesives, flashings or other similar accessories contained in or upon the roofing system.

#### Purchaser's Obligations.

Purchaser should inspect the Roof Membrane at the time of delivery of the Product subsequent to Purchaser's purchase thereof. Purchaser is responsible for the normal maintenance and care of the Roof Membrane. Purchaser should read and follow all care and maintenance instructions for the cleaning and maintenance of the Roof Membrane.

#### Exclusions from Limited Warranty Coverage.

This Limited Warranty does not cover (a) adhesives, sealants or butyl tapes used to install the Roof Membrane; (b) materials that are not components of the Roof Membrane such as antennas, skylights, wood underlayment's or other materials used for the installation of the Roof Membrane; and (c) care, cleaning or general maintenance of the Roof Membrane or; (d) in the event Purchaser fails to strictly comply with any of the terms and conditions of this Limited Warranty. This Limited Warranty excludes liability for defects in or damages to the Roof Membrane caused directly by any of the following:

- a) Purchaser's failure to exercise reasonable care in the care and maintenance of the Roof Membrane; this includes inspection of sealant and caulk on a 6 month basis.
- b) Improper handling of the Roof Membrane, modifications, alterations, misuse, negligent use, abuse, accidents, or other occurrences beyond the control of RMA or use of materials that are not compatible with the Roof Membrane, such as petroleum products, acids, oils, grease tree sap, hydrocarbons and other corrosive materials other materials which are generally recognized as corrosive to roof membranes such as the Roof Membrane;
- c) Natural disasters such as acts of God, or any defects or damages caused by environmental conditions and contamination caused by pollutants.
- d) Improper installation of the Roof Membrane;
- e) Failure of the structural integrity of the roof upon which the Roof Membrane has been installed;
- f) Normal wear and tear of the roof or exposure to fire or extreme heat.
- g) This warranty does not cover fading or discoloration due to wear and weathering.
- j) Tears, rips or slicing;
- k) Damages as the result of acts of terrorism.

The following exclusions and conditions form an integral part of this Limited Warranty:

- a) No person has the authority to enlarge, amend or modify in any manner, or to make any changes to this Limited Warranty.
- b) The warranty registration card must be returned to LaSalle Bristol within 30 days from the date of purchase of the Roof Membrane in order for the Purchaser to be entitled to warranty coverage.
- c) No Limited Warranty claim shall be valid or recognized by RMA unless Purchaser notifies RMA, in writing, within 30 days of discovery of a purported deterioration in the Roof Membrane, which Purchaser has a good faith belief was caused directly by defects in the Roof Membrane.

This Limited Warranty is expressly in lieu of any and all other warranties, express or implied, including any implied warranty of merchantability or fitness for any particular purpose and in lieu of all other obligations or liabilities on the



part of RMA and is the sole and exclusive remedy for defects relating to the Roof Membrane. Implied warranties, including the implied warranty of merchantability or fitness for any particular purpose if any, given by any applicable law, shall be limited to and not extend beyond the duration of the written Limited Warranty periods set forth herein. RMA shall not be liable to Purchaser for any consequential, incidental, exemplary, punitive, special or indirect damages and shall not be liable for any damages which are based upon negligence, breach of warranty or strict liability except as may be provided for herein. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation or exclusion may not apply.

No waiver of any breach of this Agreement shall be construed to constitute a waiver of any subsequent breach of a similar nature. No warranties or representations shall be deemed to have been made by RMA except as expressly hereinabove set forth.

The terms and conditions of the Limited Warranty shall be governed by and construed in accordance with the laws of the State of Jersey, excluding the choice of law provisions thereof. Any dispute arising out of or relating to this Limited Warranty shall be brought exclusively in the state or federal courts of New Jersey, and Purchaser and RMA consent to personal jurisdiction and venue in such courts. If any provision of this Limited Warranty is found by a court of competent jurisdiction to be unenforceable for any reason, the remainder of this Limited Warranty shall continue in full force and effect to the maximum extent permitted by law.

No claim, cause of action or proceeding ("Action") under this Limited Warranty may be asserted or commenced against RMA, unless (i) Purchaser notifies RMA in writing of the claim within the time period specified above, (thirty (30) days after the discovery of any deterioration in the Roof Membrane), (ii) the Action or proceeding is commenced within six (6) months after the discovery of any deterioration in the Roof Membrane.

The provisions of this Limited Warranty shall apply to the fullest extent permitted by law. If any part of this Limited Warranty shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having jurisdiction to make such determination, the remainder of this Limited Warranty shall remain in full force and effect. This Limited Warranty shall not be deemed to give any right or remedy to any third party whatsoever unless that right or remedy is specifically granted by RMA in writing to that third party. Notwithstanding any other provision hereof, in no event shall the total liability of the RMA under this Limited Warranty (including, without limitation, for breach of warranty or breach of contract) exceed the Purchaser's original purchase cost of the Roof Membrane.