



Mars Roofing & Exteriors

Covers:

Conditioned upon your full payment to Mars Roofing & Exteriors of the amount invoiced to you, for the work to be performed at your residence. Mars Roofing warrants all labor in connection with the work done at your residence for a period of ten (10) years after the date of substantial completion of the job (the "warranty period"). The exact expiration date of your warranty period is shown below. Mars Roofing does not warrant and will not be liable for labor or materials supplied by other manufacturers or contractors.

This Warranty will run in your favor and to no other party and is not assignable or transferable by you to any other party without the express written consent of Mars Roofing. Mars' Warranty is limited in scope to the provisions of this warranty and any and all other purported representations by Mars, whether oral or written, express or implied, however arising, that are not contained in this Warranty are expressly disclaimed as not being within the scope of this Warranty:

- Not modifying the work performed during, or after construction without the express written consent of Mars Roofing.
- Following all of Mars Roofing's warnings and instructions with respect to said work.
- Notifying Mars Roofing of any breach of Warranty, in writing, within thirty (30) days after said breach occurs.
- If needing to transfer warranty, contact Mars Roofing. Transfer fee of \$350.00 will be due.

IF ANY OF THESE CONDITIONS ARE VIOLATED, THEN THIS WARRANTY WILL BE NULL AND VOID.

Upon proper notification by you of any breach, Mars Roofing, at its option, may either repair the defective work, or refund the purchase price.

BOTH PARTIES AGREE THAT THESE WILL BE THE EXCLUSIVE REMEDIES AVAILABLE TO YOU UPON ANY BREACH OF WARRANTY, AND SHALL CONSTITUTE THE TOTAL FULFILLMENT OF ANY OF MARS ROOFING'S LIABILITY WITH RESPECT TO SAID BREACH. MARS WILL NEVER BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES CAUSED BY SAID BREACH OF WARRANTY.

Limitations of Liability: By way of clarification, and not as a limitation, Mars Roofing will not be liable for damages caused by (a) acts of God, or other incidents considered as *force majeure* under Texas law, gale force winds of 50 mph or greater, lightning, hurricanes, tornadoes, hail storms, or any other distortion, cracking, or movement of roof deck, wall, or foundation of building; (b) Damage to shingles caused by any defects in manufacturing; (c) traffic on or over the roof by anyone except a Mars Roofing representative; (d) interior damage caused by roof leaks; (e) any claim that would be covered by your homeowners insurance.

THERE ARE NO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE WARRANTY STATED HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, GUARANTEES, AND REPRESENTATIONS, EXPRESS, IMPLIED OR STATUTORY.

How to file a claim: Email or call our office at the number listed below. Your claim will be handled in a timely manner. We will send a representative to your home to evaluate your claim. At the time this warranty is issued to you, Mars Roofing is a member in good standing with the Better Business Bureau and their Customer Care Program. In the event of any unresolved disputes involving your claim we are pledged to arbitrate.

Warranty Information:

Owner's Name:

Address:

City, State, Zip

Effective Date:

Expiration Date:

Authorized by:

Marc Van Vliet

President

Mars Roofing & Exteriors, Inc.

Telephone: 281-494-7663