

# KASSELWOOD™ LIMITED WARRANTY REGISTRATION

To register or transfer your KASSELWOOD™ LIMITED WARRANTY, please complete and mail form within 30 days from installation. The warranty form may also be completed online by visiting [WWW.KASSELWOOD.COM](http://WWW.KASSELWOOD.COM).

HOME/BUSINESS OWNER NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

E-MAIL (optional) \_\_\_\_\_

REASON FOR PURCHASE \_\_\_\_\_

TODAY'S DATE \_\_\_\_\_

INSTALLATION CONTRACTOR NAME \_\_\_\_\_

COMPANY NAME \_\_\_\_\_

ADDRESS \_\_\_\_\_

PHONE \_\_\_\_\_

NUMBER OF SQUARES \_\_\_\_\_

COLOR \_\_\_\_\_

INSTALLED COST \_\_\_\_\_

DATE OF INSTALLATION \_\_\_\_\_

DISTRIBUTOR SOURCE \_\_\_\_\_

DISTRIBUTOR LOCATION \_\_\_\_\_

Below is a short survey to help us better understand you as a KasselWood owner. Receiving this information will help us better design and market products in the future. We promise to keep this information private and confidential. Thank you in advance for taking a few moments to answer these questions.

- WHAT TYPE OF ROOFING PROJECT WAS YOUR KASSELWOOD ROOF PURCHASED FOR?
  - REROOF HOME
  - NEW HOME CONSTRUCTION
  - REROOF OF COMMERCIAL STRUCTURE
  - NEW COMMERCIAL STRUCTURE CONSTRUCTION
- BEFORE REROOFING, WHAT TYPE OF ROOF WAS ON YOUR STRUCTURE?
  - ASPHALT SHINGLES
  - CONCRETE TILE/SHAKE
  - WOOD SHAKE/SHINGLE
  - NOT SURE
  - OTHER \_\_\_\_\_
- HOW OLD WAS YOUR PREVIOUS ROOF?
  - UNDER 5 YEARS
  - 6 TO 10 YEARS
  - 11 TO 15 YEARS
  - 16 TO 25 YEARS
  - 26 TO 30 YEARS
  - OVER 30 YEARS
- WHAT IS YOUR NEW KASSELWOOD ROOF SYSTEM INSTALLED OVER YOUR OLD ROOF?
  - YES
  - NO
  - NOT SURE
- AGE OF PURCHASER(S):
  - UNDER 30
  - 31-40
  - 41-50
  - 51-60
  - OVER 60
- WHAT IS THE APPROXIMATE VALUE OF YOUR STRUCTURE?
  - UNDER \$125,000
  - \$125,000 TO \$200,000
  - \$201,000 TO \$300,000
  - \$301,000 TO \$400,000
  - \$401,000 TO \$500,000
  - \$501,000 TO \$750,000
  - \$751,000 TO \$1,000,000
  - OVER \$1,000,000
- WHAT IS THE APPROXIMATE VALUE OF YOUR STRUCTURE?
  - UNDER \$125,000
  - \$125,000 TO \$200,000
  - \$201,000 TO \$300,000
  - \$301,000 TO \$400,000
  - \$401,000 TO \$500,000
  - \$501,000 TO \$750,000
  - \$751,000 TO \$1,000,000
  - OVER \$1,000,000
- WHAT IS YOUR HOUSEHOLD INCOME LEVEL:
  - UNDER 50K
  - \$51K TO 100K
  - \$101K TO 150K
  - \$151K TO 200K
  - \$201K TO 250K
  - OVER \$250K
- WHERE DID YOU FIRST HEAR ABOUT KASSELWOOD?
  - HOME SHOW/TRADE SHOW
  - INTERNET
  - TELEVISION PROGRAM
  - ADVERTISEMENT:
  - NEWSPAPER
  - MAGAZINE
  - RADIO
  - TV
  - CONTRACTOR, ARCHITECT, BUILDER
  - FRIEND OR NEIGHBOR
  - OTHER \_\_\_\_\_
- PLEASE RANK EACH OF THE FOLLOWING CRITERIA BY HOW IMPORTANT THEY WERE IN MAKING YOUR DECISION TO CHOOSE A KASSELWOOD ROOF (USE 1, 2, 3, 4, 5 – WITH 1 BEING MOST IMPORTANT AND 5 BEING LEAST IMPORTANT):
  - APPEARANCE
  - PERFORMANCE
  - VALUE
  - WARRANTY
  - CONTRACTOR'S RECOMMENDATION
  - OTHER SIGNIFICANT CRITERIA YOUR SELECTION WAS BASED ON \_\_\_\_\_
- PLEASE SHARE WITH US YOUR OPINION ABOUT THE PRODUCT AND/OR THE BUYING PROCESS
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
  - \_\_\_\_\_
- WHAT IS THE PRIMARY DECISION TO PURCHASE A KASSELWOOD ROOF WAS MADE BY:
  - HUSBAND
  - WIFE
  - HUSBAND & WIFE
  - BUILDER/ARCHITECT
  - HOMEOWNER ASSOCIATION
  - COMMERCIAL BUILDING OWNER
  - OTHER \_\_\_\_\_

**KASSELWOOD™ LIMITED WARRANTY**  
*50 Year, Transferable Limited Warranty*

**I. WHAT IS COVERED?**

The 50-Year, transferable, prorated Limited Warranty described in this document (the "Limited Warranty") applies to "KasselWood™" brand and accessories ("Products" or a "Product") manufactured by Kassel & Irons Ltd. (K&I) or its designee.

The Limited Warranty commences on the date of installation of the Product.

**II. WHO IS COVERED?**

A. This Limited Warranty applies to the original owner of the building on which the Products are installed. The attached Limited Warranty Registration form must be completed, signed by the owner and the installing contractor, and returned to K&I within thirty (30) days after the completion of the installation in order for the owner to be entitled to the rights of this Limited Warranty coverage. Upon receipt of the Limited Warranty Registration, K&I will forward by mail to the building owner the Registered Limited Warranty complete with the registration number.

B. This Limited Warranty may also be transferred to the first subsequent owner of the building on which the Products are installed. In order for the new owner to be eligible for the Limited Warranty coverage, the Application for Limited Warranty Transfer form must be completed and sent to K&I within thirty (30) days from the date of the real estate title transfer. The duration of the Limited Warranty, measured from the date of original installation (the "Date of Installation"), will be the balance of the Limited Warranty period and subject to the same terms and conditions as the original Limited Warranty.

C. In all cases, the person making a claim under this Limited Warranty must submit proof of purchase of the Products, acceptable to K&I in its sole discretion.

**III. WHAT ARE THE TERMS OF THE LIMITED WARRANTY?**

A. Subject to all of the terms, conditions, limitations and exclusions set forth herein, K&I warrants that:

**1. MANUFACTURING DEFECTS:**

The Products are free of manufacturing defects in material and workmanship for a period of fifty (50) years from the Date of Installation of the Product.

**2. HAZARDS:**

a. Hail – The Products will resist perforation from hail stones measuring up to 2-and-1/2-inch diameter (as reported by an independent weather source) for a period of fifty (50) years from the Date of Installation.

b. Wind – The Products will resist wind uplift in velocities up to 120 miles per hour when installed in accordance with K&I's recommended installation

procedure for a period of fifty (50) years from the Date of Installation.

c. Fire – The Products will not support combustion for a period of fifty (50) years from the Date of Installation.

**3. COATING:**

a. Chalk – For a period of thirty (30) years from the Date of Installation, the Coating will not chalk more than a number 8 rating, when measured per ASTM D-4214-98, method A.

b. Fade – For a period of thirty (30) years from the Date of Installation, the Coating will not change color more than 5 Hunter D E units, as determined by ASTM D-2244-02. Color change shall be measured on an exposed painted surface that has been cleaned of the surface soils and chalk, and the corresponding values measured on the original or unexposed surface. It is understood that fading or color changes may not be uniform, if the surfaces are not equally exposed to the sun and elements.

c. Film Integrity – For a period of thirty (30) years from the Date of Installation, the Coating will not crack, check or peel.

d. The applicable periods stated in III.A.3.a., III-A.3.b. and III.A.3.c. are reduced in certain environmental conditions. Industrial locations include steel mills, power generating stations, oil fields, oil refineries, ore mines, chemical plants, paper mills or other unusual environmental exposure. Severe Marine locations include those between 1,000 feet and 1 mile from saltwater. There is no warranty for locations closer than 1,000 feet to salt water. The applicable periods for these environmental conditions are as follows:

	INDUSTRIAL	SEVERE MARINE
Chalk	Seven (7) years	Fifteen (15) years
Fade	No Warranty	Fifteen (15) years
Film Integrity	Ten (10) years	Fifteen (15) years

**B. THE FOREGOING IS THE SOLE AND EXCLUSIVE WARRANTY WHICH IS MADE WITH RESPECT TO THE PRODUCTS. K&I SPECIFICALLY DISCLAIMS ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

**IV. WHAT IS YOUR REMEDY?**

A. If the Product fails to comply with this Limited Warranty, then K&I's sole and exclusive obligation, and your sole and exclusive remedy, shall be as follows:

i. If the failure occurs during years one (1) through thirty (30) following the Date of Installation, K&I will be responsible for the cost of materials and labor reasonably necessary to refinish, repair or replace, at K&I's option, the particular Product



CRAFTING QUALITY HOME PRODUCTS™

Issue Date: April 1, 2005

which failed to comply with the Limited Warranty. Any refinishing or repair shall be done in accordance with standard industry practices.

2. If the failure occurs after the thirtieth (30th) year following the Date of Installation, K&I shall be responsible for payment of only its "Pro rata Share" of the cost of materials and labor reasonably necessary to refinish, repair or replace, at K&I's option, the particular Product which failed to comply with the Limited Warranty. K&I's Pro rata Share shall be equal to a fraction, the numerator of which is the number of months that remain in the warranty period and the denominator of which is 600.

B. K&I shall be responsible for the cost of labor under clauses (IV.A.1) and (IV.A.2) above, only if the labor is provided by a professional contractor or installer, approved by K&I. K&I shall have no responsibility for any labor or installation costs of anyone other than a professional contractor or installer approved by K&I.

C. The warranty relating to any refinished, repaired or replaced Product supplied pursuant to this Limited Warranty shall be for the remainder of the original warranty period and subject to the same conditions as the original Limited Warranty.

#### V. WHAT IS NOT COVERED?

- A. This Limited Warranty does not apply to:
- Minute fractures (crazing) in the Products which may occur during the fabrication or installation of the Products.
  - Products that are used outside the continental United States, Alaska, Canada and Mexico.
  - Products which are exposed at any time to corrosive, aggressive, harmful or other abnormal weather or atmospheric conditions, including, but not limited to, the conditions present in the following areas or circumstances: (a) areas subject to salt-water marine atmospheres, or to repeated salt spray; (b) areas subject to fallout of, or exposure to, corrosive chemicals, ash, fumes, dust (including cement dust), vapors, animal waste and confinement or other similar items; (c) areas subject to water runoff from copper, lead, nickel or silver flashings or piping or areas in metallic contact with copper, lead, nickel or silver; (d) areas subject to foreign substances, such as sand or dirt particles or other abrasive particles or substances; (e) circumstances where corrosive fumes or condensates are generated or released inside the building, and (f) circumstances where, due to insufficient roof or sidewall pitch, there is improper drainage or an accumulation of standing water.
  - Damage or failure of any kind to the Product sustained during shipment or storage or during or after installation, including without limitation damage resulting from faulty or improper installation, accidental damage, settlement, structural shrinkage or distortion of the structure, hail, fire, lightning, hurricane, tornado, earthquakes, or other weather

#### VI. LIMITATION

A. A color variation may occur between any new replacement Product, in comparison to the originally installed Product, due to normal weathering of the originally installed Product or a color change in the manufacturing process. Such a variance shall not be indicative of a defective Product.

B. K&I reserves the right to discontinue or modify any product line or color. If the original Product covered by this Limited Warranty is not available at the time a claim is made under this Limited Warranty, K&I shall have the right to substitute a Product of substantially equal value or to refund the purchase price for the particular Product which failed.

C. K&I'S TOTAL LIABILITY IS EXPRESSLY LIMITED TO THE REMEDIES DESCRIBED HEREIN, AND K&I SHALL NOT BE LIABLE FOR ANY LOSSES, DAMAGES OR EXPENSES, WHETHER DIRECT, INCIDENTAL, OR CONSEQUENTIAL, CAUSED BY OR RESULTING FROM DEFECTIVE OR NONCONFORMING PRODUCTS OR FOR ANY OTHER SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, WHETHER ARISING FROM OR BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, INCLUDING K&I'S NEGLIGENCE, STRICT LIABILITY, INDEMNITY, OR ANY OTHER CAUSE OR BASIS WHATSOEVER. K&I'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY SHALL IN NO EVENT EXCEED THE PURCHASE PRICE OF THE ORIGINALLY INSTALLED PRODUCTS.

D. K&I shall have no liability or obligation whatsoever if payment in full has not been made for any Products.

E. No employee, agent or other person (including dealers, distributors or contractors) is authorized by K&I to assume for it any liability in addition to that set forth in this Limited Warranty.

F. K&I reserves the right to amend, modify or terminate this Limited Warranty at any time; provided, however, that such an amendment, modification or termination shall not be applicable to any Products sold by K&I prior to such termination.

G. This Limited Warranty is strictly limited to the KasselWood™ brand as manufactured by K&I or its designee. K&I does not control the installation of its Products and cannot be held responsible for consequential damages caused by misapplication or improper installation, or for damage done to the Product by you or by third parties, by unreasonable use, by the installer, or by failure to provide necessary and proper maintenance. Defects in installation, whether or not sold by K&I, are warranted, if at all, solely by the installers and/or the manufacturers of related equipment used in the installation. A separate warranty covering installation of the Product may be made available by the installation contractor.

H. Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights that vary from state to state.

I. Applicable Law: This agreement shall be deemed to have been made, executed and delivered:

1. In the United States of America and shall be governed and enforced in accordance with the laws of the United States and the State of New York without reference to any conflicts at law rules if the Product is sold and installed in America; and,

2. In Canada and shall be governed by and enforced in accordance with the laws of Canada and the Province of Ontario without reference to any conflicts at law rules if the Product is sold and installed in Canada.

J. If any provision of the Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

#### VII. WHAT ARE THE PROCEDURES FOR MAKING CLAIMS?

A. Claims under this Limited Warranty must be made in writing, within thirty (30) days after the date that the damage or defect is first discovered, or reasonably could have been first discovered. Claims must be sent to the following address:

Kassel & Irons Ltd.  
Attn: Claims Administration  
1310 Papin Street  
St. Louis, Missouri 63103

B. The notice of claim must include the name, address and phone number of the person making the claim, the Limited Warranty registration number, a description of the alleged damage or defect, the Date of Installation and proof of purchase of the Products. K&I may request the submission of additional information, including appropriate photos or samples showing the alleged damage or defect. Buyer shall also present evidence that establishes that any claimed nonconformance was due to a breach of the warranty stated herein. K&I also has the right to perform field inspection of the Products and must be given a reasonable opportunity to inspect the material.

To register your KASSELWOOD™ LIMITED WARRANTY, please detach, complete and mail warranty form as a postcard or enclose in an envelope within 30 days of installation. Please visit [www.kasselwood.com](http://www.kasselwood.com) for instructions about how to easily transfer your KasselWood warranty.