

## Unilock 10-Year Limited Warranty for Concrete Commercial Roof Deck Products

### LIMITED WARRANTY:

*Nature of the Warranty.* Unilock (as defined below) is pleased to offer this 10-Year Limited Warranty with respect to its concrete commercial roof deck products (the “Product” or “Products”, as applicable). This Limited Warranty is offered solely to the holder of fee simple title (the “Owner”) of the real property where the Products are installed (the “Property”). By purchasing the Products from Unilock, either directly or indirectly, and installing the Products at the Property, the Owner accepts this Limited Warranty and all of its terms and conditions. For purposes of any particular claim under this Limited Warranty, the term “Unilock” refers solely to whichever one of the following affiliated companies sold the particular Products which are the subject of the Owner’s claim: Unilock Chicago, Inc., an Illinois corporation; Unilock New York, Inc., a Delaware corporation; Unilock Michigan, Inc., a Delaware corporation; or Unilock Ohio, Inc., a Delaware corporation. This Limited Warranty may be assigned by the Owner solely to a third party that is simultaneously receiving a transfer of ownership of the Property.

*Scope of the Warranty.* Unilock warrants to the Owner that, if the Products have been installed at the Property in accordance with Unilock’s recommended installation practices as in effect at the time of the purchase of such Products (which may be found at [<https://commercial.unilock.com/wp-content/uploads/sites/3/2022/09/07-76-00-Roof-Pavers-on-Pedestal-2024-1.pdf>] , then throughout the ten (10) year period commencing upon the delivery of the Products to the Property (the “Warranty Period”), the Products will satisfy all of Unilock’s published specifications with respect to such Products at the time of the purchase of such Products, and will satisfy any other clear and objective technical specifications which were conspicuously included in a purchase order for such Products which was submitted to Unilock by or on behalf of the Owner and accepted by Unilock (the “Limited Warranty”). However, this Limited Warranty does not apply with respect to any of the types of claims identified below as Express Exclusions.

*Exclusive Remedy.* If the Owner’s Products fail to satisfy the Limited Warranty and written notice of such failure is provided to Unilock as provided below at any time during the Warranty Period, then Unilock will take one of the following actions in its sole discretion and as the Owner’s sole and exclusive remedy, subject to the terms and conditions of this Limited Warranty:

- (a) If, after completion of its investigation of such claim of breach of the Limited Warranty as described below, Unilock confirms that the Products fail to satisfy the Limited Warranty, then Unilock will provide Owner with replacement Products of similar quality that do conform to the Limited Warranty (provided however that due to the nature of the manufacturing process, color matching cannot be guaranteed). Unilock will deliver any

such replacement Products to the Property. Neither the cost of labor for the removal of the allegedly defective Products nor the cost of labor for their replacement is included in the Limited Warranty.

- (b) If, after completion of its investigation of such claim of breach of the Limited Warranty as described below, Unilock confirms that the Products fail to satisfy the Limited Warranty, then Unilock may, but will not be obligated to, replace the Products with conforming Products of similar quality that do conform to the Limited Warranty (provided however that due to the nature of the manufacturing process, color matching cannot be guaranteed) and install such conforming Products at its own expense using its employees or independent contractors of its choosing.

*Claims Procedure.* The Owner may make a claim under this Limited Warranty solely by the delivery to Unilock of a written notice of such claim, clearly identifying the specific Products at issue and the factual basis for such claim. Such notice must be sent by email to [commercialwarranty@unilock.com], or by U.S. Mail to Unilock Commercial Warranty Department, 301 E. Sullivan Road, Aurora, IL 60505, Attn: North American Commercial Sales Director, provided that in either case such notice shall be effective only if it is received by Unilock prior to the expiration of the applicable Warranty Period.

*Unilock's Right to Investigate.* The Owner agrees that Unilock may investigate any such claim of breach of the Limited Warranty, using its own employees or independent contractors of its choosing, and may conduct on-site and off-site testing of such Products as part of this investigation. The Owner agrees to cooperate with any such investigation to any reasonable extent. For these purposes, and without limiting the generality of the foregoing, the Owner will provide Unilock and its representatives with full and complete access to the Property and the Products, will permit Unilock or its representatives to remove a reasonable number of units of the Product for off-site testing, and will provide Unilock or its representatives with units of the Product from Owner's spare inventory of the Products (the "attic stock") for installation in replacement of the units removed for testing. At Unilock's request, the Owner will deliver to Unilock copies of the final construction documents and base/structure specifications for the installation of the Products at the Property.

*Disclaimer of Other Warranties.* This Limited Warranty is the only warranty offered with respect to the Products. Without limiting the generality of the foregoing:

UNILOCK EXPRESSLY EXCLUDES AND DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE PRODUCTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR ANY PARTICULAR PURPOSE, AS WELL AS ANY WARRANTIES AGAINST HIDDEN OR LATENT DEFECTS. THERE ARE NO WARRANTIES WITH RESPECT TO THE

PRODUCTS WHICH EXTEND BEYOND THE FACE HEREOF. ALL REMEDIES, WHETHER ORAL, WRITTEN, STATUTORY, LEGAL OR EQUITABLE, ARE EXCLUDED EXCEPT AS SET FORTH HEREIN.

*Limitation of Liability.* Unilock's liability with respect to the Limited Warranty and defects in the Products generally is limited as follows:

IN NO EVENT SHALL UNILOCK OR ANY OF ITS AFFILIATES BE LIABLE TO THE OWNER OR ANY OTHER PARTY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR OTHER LOSSES THAT IN ANY MANNER MAY ARISE OUT OF OR IN CONNECTION WITH THE PRODUCTS OR THEIR USE, PERFORMANCE OR FAILURE OF PERFORMANCE, WHETHER SOUNDING IN BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER LEGAL THEORY, INCLUDING WITHOUT LIMITATION ANY SUCH DAMAGES OR LOSSES IN THE NATURE OF LOST PROFITS, EVEN IF UNILOCK SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR LOSSES. IN NO EVENT SHALL UNILOCK OR ANY OF ITS AFFILIATES BE LIABLE TO THE OWNER OR ANY OTHER PARTY FOR ANY SUCH DAMAGES OR LOSSES IN AN AGGREGATE AMOUNT IN EXCESS OF THE OWNER'S ORIGINAL COST OF THE PRODUCTS, EXCLUSIVE OF THE OWNER'S COSTS OF DELIVERY AND INSTALLATION. IN NO EVENT SHALL UNILOCK BE LIABLE FOR ANY DAMAGE TO THE PROPERTY OR ANY OF ITS CONTENTS. THIS LIMITED WARRANTY CONSTITUTES THE OWNER'S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS, WHETHER AT LAW OR IN EQUITY.

**EXPRESS EXCLUSIONS:**

Notwithstanding any other provision of this Limited Warranty, this Limited Warranty expressly excludes, and in no event shall Unilock have any liability whatsoever hereunder, with respect to any of the following (the "Express Exclusions"):

- Claims relating to or arising from any products installed at the Property which are not Unilock concrete products, even if such products are installed with or relate to the Products and even if such products were sold by Unilock.
- Claims relating to or arising from any Products which were not installed at the Property strictly in accordance with Unilock's recommended practices as reflected at [<https://commercial.unilock.com/wp-content/uploads/sites/3/2022/09/07-76-00-Roof-Pavers-on-Pedestal-2024-1.pdf>].
- Claims relating to or arising from any Products which have been exposed to point load pressures in excess of 725 psi.

- Claims relating to or arising from normal wear and tear of the Products, including without limitation any normal surface wearing, chipping, scraping, cracking, breakage, or other normal or cosmetic deterioration.
- Claims relating to or arising from any improper handling or mishandling of the Products, including without limitation the dropping of the Products, the dropping of objects onto the Products, or any contact between the Products and any construction equipment or construction materials.
- Claims relating to or arising from any failure of a supporting structure or a support pedestal, or any settling of the support surface.
- Claims relating to or arising from a failure to maintain the Products in accordance with Unilock's recommended maintenance procedures, which may be found at [<https://commercial.unilock.com/wp-content/uploads/sites/3/2022/09/07-76-00-Roof-Pavers-on-Pedestal-2024-1.pdf>].
- Claims relating to or arising from vandalism or other intentional acts, or any fire, flood, wind, rain or other acts of God.
- Claims relating to or arising from any alterations or repairs made to the Products without Unilock's prior written approval.
- Claims relating to or arising from the Owner's failure to mitigate any damages of which the Owner had knowledge.

#### **MISCELLANEOUS:**

Unilock's failure at any time or times to enforce any of the terms or conditions stated herein shall not constitute a waiver of such term or condition, and any waiver of any such term or condition at any time or times shall not constitute a waiver of such term or condition at any other time or times.

This Limited Warranty shall be governed by, and construed in accordance with, the laws of the State of Delaware (including with respect to substantive and procedural laws). The parties to this Limited Warranty agree that any suit, action or other proceeding arising out of this Limited Warranty or any transaction contemplated hereby will be submitted exclusively to, and each of the parties hereto irrevocably submits to the exclusive jurisdiction and venue of, the state and federal courts located in the State of Delaware.