# OTHER TERMS AND CONDITIONS

Failure by us to enforce any of the terms or conditions in this limited warranty will not be interpreted to be a waiver of any terms and conditions of this limited warranty. If any portion of this limited warranty is unenforceable under applicable law, such portion will be deemed reformed or deleted, but only to the extent necessary to comply with such law, and the remaining provisions of this limited warranty will remain in full force and effect. This limited warranty may be amended only by a writing signed by you and our authorized representative.

This limited warranty will be construed in accordance with and governed by the laws of the State of Ohio without reference to its conflict of law principles. You agree to submit to the exclusive jurisdiction and exclusive venue of the appropriate State or Federal Court within Ohio for the purpose of resolving any dispute or claim arising out of or in connection with this limited warranty.

#### **CARE AND MAINTENANCE**

The care and maintenance of your Crossflex roof is simple and requires no special materials.

- 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.
- 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).
- When cleaning, rinse thoroughly with clean water to avoid residue build-up on the roof or sidewall of the vehicle.
- Parking in areas where fruit or tree sap may stay on the roof for extended periods of time may result
  in irremovable stains.

Dicor's Crossflex 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. Contact your local dealer or Dicor for additional information.

Use caution when walking on a roof membrane. The surface may be slippery when damp or wet.

VER: CO0221



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# Crossflex OEM LIMITED MATERIAL WARRANTY

This limited warranty gives you specific legal rights and you may also have other rights, which vary from state to state. This limited warranty can also be found in the documentation provided to you when you purchase your recreational vehicle. We warrant that during the warranty period, the rv roof membrane described below will be free from defects in materials and workmanship.

To the extent permitted by law, this warranty and the remedies set forth in this warranty are exclusive and in lieu of all other warranties, remedies and conditions, whether oral, written, statutory, express or implied. Except for the express warranties contained in this limited warranty statement and to the extent permitted by law, we disclaim all other warranties, expressed or implied, statutory or otherwise, including without limitation, the warranties of merchantability and fitness for a particular purpose. Some states do not allow disclaimers of implied warranties, so this disclaimer may not apply to you. To the extent such warranties cannot be disclaimed under the laws of your jurisdiction, we limit the duration and remedies of such warranties to the duration of this express limited warranty.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Our responsibility for defective goods is limited to repair or replacement as described below in this warranty statement.

# WHO MAY USE THIS WARRANTY

Seaman Corporation, located at 1000 Venture Boulevard, Wooster, Ohio 44691 ("we" or "Seaman") extends this limited warranty only to the consumer who originally purchased a new recreational vehicle ("you") on which a roof membrane fabricated by Dicor Corporation ("Dicor") using Seaman's fabric is installed ("Membrane"). This limited warranty does not extend to any subsequent owner or other transferee of the recreational vehicle on which the Membrane is installed.

#### WHAT DOES THIS WARRANTY COVER

This limited warranty covers defects in materials and workmanship of the Membrane for the Warranty Period as defined below. This limited warranty also includes a labor warranty for the first 2 years of the Warranty Period, as described below.

# WHAT DOES THIS WARRANTY NOT COVER

This limited warranty does not cover damage or leaks due to improper installation of the Membrane or sealant, adhesives, or other accessories used in connection with the Membrane. This limited warranty does not cover fading or other changes in color of the Membrane. This limited warranty does not cover stains from tree sap, fruits, flowers, leaves, or any other cause. This limited warranty does not apply to any Membrane installed on a used recreational vehicle.

This limited warranty does not cover damage or leaks due to:

- Natural disasters, including without limitation, earthquakes, hurricanes, tornadoes, winds, hail, and lightning, which damages the Membrane, or which impairs the Membrane's ability to resist leaks.
- Damage to the Membrane by falling or wind-blown objects.
- Acts of war or terrorism, civil disobedience, vandalism, animals, insects, algae, fungi, mold, or mildew which damage the Membrane, or which impair the Membrane's ability to resist leaks.
- Defective design, workmanship or labor in the installation of the Membrane.
- Alterations or repairs of the Membrane made without our prior written consent or installation
  of structures, equipment, accessories, fixtures, or utilities on or through the Membrane done
  without our prior written consent.
- Your negligence or failure to properly maintain the Membrane.
- Settling, warping, defective condition, deterioration, corrosion, or other failure of the structure or substrate to which the Membrane is attached or the walls of the recreational vehicle to which the Membrane is installed.
- Any exposure of chemical contaminants, fats, grease and oil to the Membrane.
- Traffic or storage of materials on the Membrane.
- Infiltration or condensation of moisture in, through, around or above the structure of your recreational vehicle.
- Acts of negligence or misuse by you or any other person or entity other than us.
- Failure of any material or component not furnished by us.
- Your delay or failure to take prompt action to mitigate damage caused by the deterioration of the Membrane.
- Changes in the original use of your recreational vehicle.
- The construction or design of your recreational vehicle or its parts or components.
- Loss of structural integrity of the roof of the recreational vehicle to which the Membrane is attached.

The Membrane has good chemical resistance to many substances. However, there are certain chemicals and substances that will result in immediate damage to or reduced performance or life expectancy of the Membrane. Specifically, without limitation, we will not be liable under this limited warranty to the extent the Membrane is exposed to petroleum products (i.e. -gasoline, kerosene, diesel or petroleum distillates), aliphatic hydrocarbons (i.e. -hexane, heptane), aromatic hydrocarbons (i.e. -xylene, limonene), halogenated solvents (i.e. -Methylene chloride products, tetrachloroethane, trichloroethane), oxygenated solvents (i.e. -Ethanol, Methanol, isopropyl alcohol, Acetone, MEK), paint and lacquer thinners or cleaning solvents, cleaning concentrates, and undiluted bleach. We will not be responsible in the event you select improper chemicals for use in connection with the Membrane.

# WHAT IS THE PERIOD OF COVERAGE

This limited warranty starts on the date you purchase your recreational vehicle and lasts for 12 years (the "Warranty Period"). The Warranty Period is not extended if we repair or replace the Membrane. We may change the availability of this limited warranty at our discretion, but any changes will not be retroactive. This limited warranty also includes a labor warranty for the first 2 years of the Warranty Period.

# **HOW DO YOU OBTAIN WARRANTY SERVICE**

In order to be eligible for service under this limited warranty you must give us and Dicor written notice not more than 30 days after you discover any leaks in the Membrane which you believe are caused by defects in the Membrane. The notice to us must be sent by certified mail to: Seaman Corporation, 1000 Venture Boulevard, Wooster, Ohio 44691. The notice to Dicor must be sent by certified mail to: Dicor Corporation, 2965 LaVanture Place, Elkhart, Indiana 46514, Attention: Warranty Department, Recreation Vehicle Membranes. The following information shall be included in these notices: model and VIN of your recreational vehicle; production date; bill of sale or other proof of purchase; vehicle location; owner contact information; color photos of the issues giving rise to the alleged claim; and detailed description of the alleged claim. By giving such notices, you authorize us or Dicor to inspect the Membrane and investigate the cause of the leak.

If, after inspection, we determine that the cause of the leaks is outside of the scope of this limited warranty, you will pay for reasonable investigation and inspection costs and we will advise you of the type of repairs necessary to correct the leaks and cause the then existing remaining portion of this limited warranty to remain effective. This limited warranty will automatically terminate if you or Dicor fail to promptly make or cause to be made any such repairs or if you fail to pay for the investigation and inspection costs.

# LIMITATION OF LIABILITY

THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND OUR ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. OUR LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY DICOR TO US FOR THE FABRIC USED IN THE INSTALLED MEMBRANE. NOR SHALL WE UNDER ANY CIRCUMSTANCES BE LIABLE TO YOU OR OTHERS FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT, INCLUDING WITHOUT LIMITATION DAMAGES OR LOSSES TO YOUR RECREATIONAL VEHICLE OR THE CONTENTS OF YOUR RECREATIONAL VEHICLE OR LOSS OF USE OF YOUR RECREATIONAL VEHICLE. THIS EXCLUSION AND LIMITATION APPLY REGARDLESS OF THE LEGAL OR EQUITY THEORY UNDER WHICH DAMAGES OR LOSSES ARE ASSERTED. THIS EXCLUSION AND LIMITATION ALSO APPLY EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES OR LOSSES.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.