## **GAF/VELUX WARRANTY AGREEMENT**

This Warranty Agreement (this "Agreement") is between VELUX America, Inc., with its principal office at 104 Ben Casey Drive, Fort Mill SC 29708, hereinafter called "VELUX" and GAF, Materials LLC, with its principal office at 1 Campus Drive Parsippany, NJ 07054, hereinafter called "GAF".

- 1. VELUX will supply its products detailed on Exhibit "A" ("VELUX Products") to GAF customers via third party distributors.
- 2. VELUX agrees to provide a warranty to GAF covering the VELUX Products pursuant to the terms and limitations provided in the "Warranty Schedule" annexed hereto as Exhibit "B" and as modified by the "Warranty Modifications" annexed hereto as Exhibit "C".
- 3. VELUX Products will be quoted to and purchased directly by GAF customers.
- 4. This Agreement shall continue in full force and effect until the date of termination set forth in a written notice given by one party to the other indicating such party's election to terminate this Agreement for any reason or no reason whatsoever, which Termination Date shall be not less than ninety (90) days after the date notice of such election is given. Alternatively, this Agreement may be terminated at any time by mutual written agreement between both parties hereto. Warranties and the related remedies provided by and obligations imposed on VELUX, for any VELUX Products sold pursuant to the terms of this Agreement, will survive termination of this Agreement, but shall remain subject to the original terms and limitations provided in the "Warranty Schedule" annexed hereto as Exhibit "8" and as modified by the "Warranty Modifications" annexed hereto as Exhibit "C".
- 5. Each party (the "Indemnifying Party") shall indemnify and hold harmless the other party, its affiliates, subsidiaries and their respective officers, directors, employees and agents (collectively, the "Indemnitees") from and against any and all liabilities anddamages and claimsfordamages, suits, proceedings, recoveries, judgments, executions, losses, costs, penalties, fines, consequences and expenses (including, but not limited to, litigation costs and expenses and reasonable attorneys' fees, as well as such costs, expenses and fees as may be incurred by any of the Indemnitees in establishing and enforcing its right to indemnification hereunder) which may be made, had, brought or recovered against the Indemnitees or any of them by third parties arising from or related to any claim brought against an Indemnitee resulting from the Indemnifying Party's (i) breach of its obligations under this Agreement, (ii) gross negligence or (iii) intentional misconduct.
- 6. This Agreement constitutes the entire agreement between VELUX and GAF and supersedes all prior and contemporaneous statements, promises, understandings and agreements whether written or oral.

This Agreement shall be governed by the laws of South Carolina. The parties shall negotiate in good faith for the resolution of any controversy relating to this Agreement. Should they be unable to resolve their differences through negotiation, then the parties agree to nonbinding arbitration. If the parties cannot resolve a dispute following such non-binding arbitration, including, but not limited to, the failure of either party to agree to enter into any settlement proposed by the arbitrator, either party may file suit in a court of competent jurisdiction.

- 7. Neither this Agreement nor any rights or obligations hereunder shall be assignable by either party other than to an affiliate except upon the prior written consent of the other party, and any attempted assignment without such consent shall be voided and without legal effect. This Agreement shall be binding upon and shall inure the benefit of the parties hereto and their respective successors and permitted assigns.
- 8. Any and all notices required or permitted to be given hereunder shall be in writing and shall be given by personal delivery, or by mailing a copy thereof by certified mail, postage prepaid, or by telecopy or overnight courier, addressed to:

VELUX America Inc. 104 Ben Casey Drive Fort Mill, SC 29708 Fax No.: 1-803-396-5701 Attn: Stephan Moyon, Director of Sales

If to GAF:

GAF 1 Campus Drive Parsippany, NJ 07054 973-317-5876 Attention: Warranty Administration

Any notice shall be effective upon delivery to the addressee, or upon telecopy or overnight courier.

- 9. The parties agree that the receiving party shall keep confidential and shall not publish or otherwise disclose or use for any purpose other than as provided for in this Agreement (a) any technical information or data, (b) any information concerning the business, research plans or activities, or (c) any other proprietary or non-public information or materials furnished to it by the other party, (collectively "Confidential Information"), except to the extent that it can be established by the receiving party that such Confidential Information:
  - i. was already known to the receiving party, other than under an obligation of confidentiality, at the time of disclosure by the other party; or
  - ii. is generally available to the public or otherwise part of the public domain other than through any act or omission of the receiving party in breach of this Agreement; or
  - iii. was disclosed to the receiving party, other than under an obligation of confidentiality, by a third party, provided that the receiving party did not know or have reason to know that such third party had an obligation to the disclosing party not to disclose such information to others; or
  - iv. was independently developed by the receiving party without reference to the Confidential Information of the other party.

The disclosing party shall retain title and all ownership and use rights to all such information and data and the receiving party shall, at any time at the disclosing party's request and, in any event, upon termination of this Agreement, return all such tangible information and data to the disclosing party. The obligations of the parties in this Section 12 shall survive expiration or termination of this Agreement for a period of three (3) years.

- 10. The waiver of any breach of the terms of this Agreement shall not constitute a waiver of any other or further breach hereunder, whether or not of a like kind or nature.
- 11. Nothing in this Agreement is intended or shall be construed to create or establish an agency, partnership, or joint venture relationship between the Parties.
- 12. If any provision or any part of this Agreement is or is held to be unenforceable, invalid or illegal, then it shall be replaced by the parties with a provision that most closely reflects the intent of the parties in the original provision and, if not feasible, then the unenforceable, invalid or illegal provision shall be severable and deemed to be deleted, and the remaining provisions of this Agreement shall remain valid and binding to the full extent permitted by law.
- 13. Without affecting any other, any other survival periods set forth herein, any provisions of this Agreement which by their nature should *survive* the termination or expiration of this Agreement shall so survive.

14. This Agreement shall inure to the benefit of each party's successors and assigns and may be executed in two or more counterparts, each of which shall be deemed to be an original of which, taken together, shall be deemed to be one and the same instrument. Signatures delivered by facsimile transmission or by e-mail delivery of an electronic data file (e.g., PDF) shall create a binding obligation of the Party executing this Agreement with the same force and effect as if such facsimile or electronic data file signature page were an original thereof.

#### Exhibit A

## **Products and Services**

**VELUX Commercial Skylights** 

All Models	<u>Warranty</u>
CD	5 or 15 Years
CE	5 or 15 Years
СТ	5 or 15 Years
CS	5 Years
CG	5 or 15 Years
СН	5 or 15 Years
CJ	5 or 15 Years
CDS	5 Years

#### Exhibit B

#### Warranty

#### VELUX products with a 15-year warranty

#### VELUX polycarbonate skylights(d)

For a period of (15) fifteen years from the date of purchase, VELUX warrants to the end-user that VELUX polycarbonate skylights (Models CD-, CE-, CT-, CG-, CH- and CJ-) will be free from defects in material, workmanship, and that no water will leak through the installed VELUX polycarbonate skylight, which includes coverage against cracking or crazing of the polycarbonate material that would result in a water leak.

If a VELUX polycarbonate skylight is found to be defective during this time period, VELUX will, at its option: 1) provide a replacement component, a replacement skylight delivered free of charge to the original point of purchase or to the end-user, 2) repair the skylight without charge for material or labor, or 3) refund the end-user the original purchase price.

#### What is not covered by the Polycarbonate Limited Warranty?

In no event shall VELUX be liable if the source of the leakage of water is determined to have entered through the interface of the curb to the roof or flashing details of the curb. Curbs must be flashed according to roofing material manufacturers specifications. In no event shall VELUX be liable if the source of the leakage of water is determined to have entered through cracking or crazing of the polycarbonate material resulting from abuse, acts of God, misuse, faulty building construction or design, improper or insufficient handling, or ice damming not resulting from a defect in the VELUX product. Condensation on polycarbonate skylights and related water damage, which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures is not a defect and will not be covered by this warranty. Normal aging of the surfaces resulting from weathering or effects caused by atmospheric, or environmental conditions, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight are not covered by this warranty.

#### VELUX polycarbonate skylights glazing material - hail breakage limited warranty

For a period of fifteen (15) years from the date of purchase, VELUX warrants to the end-user(a) that VELUX Polycarbonate Skylights will not crack or break due to hail. If VELUX, (i) verifies that the VELUX Polycarbonate Skylight subject to this Limited Warranty is cracked or broken as a result of hail, and (ii) confirms the occurrence of hail from the National Weather Service for the appropriate location of original installation, VELUX will, at its option: (1) provide a replacement product or (2) refund to the end-user the original purchase price of the VELUX skylight in question paid by the end-user.

## What is not covered by the Hail Breakage Limited Warranty?

This limited warranty for hail breakage on VELUX polycarbonate skylights exclude the following: (1) Normal aging, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions, (2) damages caused by hail stones measuring greater than 2" in diameter, (3) damages caused due to exposure to acid, or chemicals, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight, (4) reinstallation labor or other consequential damages, (5) dents, cosmetic, superficial or other damages that do not inhibit the reasonable operation or serviceability of the skylight in which the VELUX Polycarbonate Skylight Glazing material is installed, (6) transportation costs required to deliver a replacement product to the original point of purchase or the end-user. Thislimited hail breakage warranty applies solely to cracks or breaksto the VELUX Polycarbonate Skylight Glazing material only specifically caused by hail and not by any other cause of damage to the glazing material or skylight as verified by VELUX

## VELUX acrylic and polycarbonate skylight integral metal frames (c)

For a period of (15) fifteen years from the date of purchase, VELUX warrants to the end-user that VELUX acrylic and polycarbonate skylights (Models CD-, CT-, and CH-) will be free of any manufacturers defect or deterioration of the aluminum metal frames. If a defect or deterioration in a VELUX acrylic or polycarbonate skylight aluminum metal frame is brought to our attention during this time period, VELUX will, at its option, 1) provide a replacement component or skylight delivered free of charge to the original point of purchase or to the end-user, 2) repair the skylight frame without charge for material or labor, or 3} refund the end-user the original purchase price.

## What is not covered by the Metal Frames Limited Warranty?

Normal aging of the metal surface resulting from weathering or effects caused by atmospheric, or environmental conditions, or corrosive materials are not covered by this warranty.

(a) End-user means the natural or legal entity or person who owns the product and has not acquired it with a view to reselling or installing it in the course of a business.

(c) VELUX acrylic and polycarbonate skylight model CD-refers to specific models CD1, CD2, CD3, and CD4; model CT-refers to specific models CT1, CT2, and CT3; model CH-refers to specific models CH1 and CH2.

(d) VELUX polycarbonate skylight model CD-refers to specific models CD1, CO2, CD3, and CD4; model CE-refers to specific models CE1, CE2, CE3 and CE4; model CT- refers to specific models CT1, CT2, and CT3; model CG-refers to specific models CG1, and CG2; model CH-refers to specific models CH1 and CH2; Model CJ-refers to specific models CJ1 and CJ2. VELUX skylight model CDS is covered by a separate limited warranty and is not covered by this limited warranty.

## VELUX products with a 10-year limited warranty

## VELUX acrylic and polycarbonate skylights - skylight dome yellowing

VELUX warrants to the end-user that the yellowness index on clear acrylic and polycarbonate skylight domes shall be less than 4.0 for a period of (5) five years from the date of purchase and less than 10.0 for a period of (10) ten years from the date of purchase as measured with a Hunter Lab'sspectrocolorimeter according to ASTM D 1925, subject to the limitations set forth herein. This warranty applies to the skylight domes exposed to ultraviolet rays in normal interior and exterior applications, which shall exclude extreme weather conditions.

## What is not covered by this Skylight Dome Yellowing Warranty?

This warranty excludes damages caused due to exposure to acid, or chemicals, or corrosive substances including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight. If a defect is found during this period, VELUX will, at its option: 1) provide a replacement component or a replacement skylight delivered free of charge to the original point of purchase or to the end-user, 2) repair the skylight without charge for material or labor, or 3) refund the end-user the original purchase price.

## VELUX products with a 5-year limited warranty

VELUX dome skylights; aluminum curbs; blinds; manual, solar and electric controls; skylight and SUN TUNNEL skylight accessories<gJ For a period of (5) five years from date of purchase, VELUX warrants to the end-user that the products listed below will be free from defects in material and workmanship.

1. VELUX dome skylights (skylight models CD-, CE-, CT-, CG-, CH-, and CJ- with acrylic or impact modified acrylic glazing, and skylight model CDS with polycarbonate glazing)

2. VELUX Aluminum curbs

3. VELUX skylight accessories (external safety cage, internal safety screen accessory, internal security bars accessory, curb extension ventilation)

If a defect is brought to our attention during this time period, VELUX will, at its option: 1) provide replacement components or a replacement blind, control, skylight or accessory product delivered free of charge to the original point of purchase or to the end-user, or 2) repair the product without charge for material or labor.

## What is not covered by this 5-year Limited Warranty?

Normal aging, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions. Damages caused due to exposure to acid or corrosive materials including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight are not covered by this warranty.

(g)VELUX acrylic and impact modified acrylic dome skylights: model CD- refers to specific models CD1, CD2, CD3, and CD4; model CE-refers to specific models CE1, CE2, and CE3; model CT- refers to specific models CT1, CT2, and CT3; model CG-refers to specific models CG1l, and CG2; model CH- refers to specific models CH1 and CH2; Model CJ- refers to specific models CJ1 and CJ2.

## VELUX products with a 1 year Limited Warranty

For a period of (1) one year from date of purchase, VELUX warrants to the end-user that the products listed below will be free from defects in material and workmanship.

#### VELUX supplied steel curbs

If a defect is found during this period, VELUX will, at its option: 1) provide a replacement component or a replacement curb delivered free of charge to the original point of purchase or to the end-user, 2) repair the curb without charge for material or labor, or 3) refund the end-user the original purchase price.

## What is not covered by this 1-year Limited Warranty?

Normal aging, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions. Damages caused due to exposure to acid or corrosive materials including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight are not covered by this warranty.

## VELUX products with a 90-day limited warranty

For a period of 90 days from the date of purchase, VELUX warrants to the end-user that replacement products and components not covered under any existing original warranty will be free from defects in material and workmanship. If a defect is brought to our attention during this time period, VELUX will, at its option: 1) provide a replacement component or product delivered free of charge to the original point of purchase or to the end-user, or 2) repair the product without charge for material or labor.Replacement products and components do not alter the original warranty period.

## Other rights

The above warranties give you specific legal rights, and you may also have other statutory rights, which vary from State to State.

## General exclusions and limitations applicable to all warranties

The warranty period begins from the date the VELUX product is purchased from a VELUX dealer and must be substantiated with the original invoice or sales receipt. If the purchase date cannot be substantiated, the warranty period will begin on the date of manufacture as indicated on each product.

This warranty does not cover any labor cost associated with the installation of replacement products or components if VELUX chooses not to repair the product. The providing of replacement products or components shall not extend the original warranty period. VELUX reserves the right to provide a similar replacement product or component if the original model is no longer available at the time of any warranty claim. This warranty does not the cover the cost of specialty equipment, such as cranes, boom trucks, platforms or lifts, required to install or service a replacement product. Shipping for a replacement product or component under warranty is free only within the continental United States, unless specifically indicated otherwise.

Do not attempt to repair or replace the product without authorization from VELUX. VELUX will not be responsible for any damages to persons or properties, including the Covered Product itself, caused by any unauthorized attempt to repair or replace the product. Furthermore, VELUX may, at its option, refuse to provide any or all remedies under this Warranty if any unauthorized attempt to repair or replace a Covered Product causes further damages.

 $It is the \ responsibility of the \ end \ user to \ mitigate \ and \ minimize \ water \ damage \ or \ any \ other \ damage \ that \ a \ defect \ in \ a \ Covered \ Product \ may \ cause.$ 

This warranty will only apply if the product is finished, installed, operated and maintained strictly in accordance with VELUX instructions or other instructions furnished with the Covered Product. This warranty does not cover the repair or replacement of products damaged as a result of accident, including but not limited to accidental glass breakage, dome breakage or crazing, problems due to water penetration such as ice damming not resulting from default in a VELUX product, abuse, misuse, faulty building construction or design, improper or insufficient handling, alterations of the Covered Products or addition of non-approved components, applications in areas of high humidity, areas without proper or adequate ventilation or humidity control, acts of God, products subjected to conditions outside their design limitation s, minor imperfections in glass or plastic components that do not affect the product in performance or obscure vision; minor variations in glass or plastic coloration; damage caused by adverse local conditions such as corrosive environmental factors including acid rain; damages caused due to exposure to acid or corrosive materials including, but not limited to, those found in cleaning agents that may cause physical reaction with the components of the skylight; variations in wood grain or color; wood rot due to improper maintenance or installation.

Normal aging, wear and tear, discoloration or deterioration of the components resulting from weathering, pollution, dirt or effects caused by atmospheric or environmental conditions are not covered by this warranty, nor are problems arising from failure to properly maintain the product. Glass corrosion as a result of standing water and debrison glass are not covered by this warranty.

Condensation on roof windows and skylights and any related water damage which may occur as a natural result of humidity within a building or a variation between indoor/outdoor temperatures is not a defect and will not be covered by this warranty. Any water penetration through ventilation openings in VELUX curbs are not covered by this warranty. The warranty on insulated glass is void if any film is applied to the glass surface.

Custom painted skylights, roof windows, VELUX SUN TUNNEL<sup>™</sup> skylights and flashings are not covered by this warranty.

## Disclaimer of all other warranties

THIS WARRANTY PROVIDES EXCLUSIVE REMEDIES AND ISINLIEU OF ALLOTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO**THE** WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED UNLESS PROHIBITED BY APPLICABLE LAW.

THIS WARRANTY ISA FULLY INTEGRATED DOCUMENT. ANY ALTERATION OR ADDITION TO THIS WARRANTY MUST BEIN WRITING, REFERSPECIFICALLY TO THIS WARRANTY, AND MUST BE MADE BY AN AUTHORIZED OFFICER OF VELUX. NO ALTERATION OR ADDITION TO THIS WARRANTY CAN BE MADE BY A VELUX DEALER.

## Exclusions of damages

IN NO EVENT SHALLVELUX BE LIABLE FOR INDIRECT, SPECIAL, IN CIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES. IN THE EVENT THAT VELUX CANNOT REPLACE OR REPAIR A COVERED PRODUCT WITHIN A REASONABLE TIME, THE END-USER'S EXCLUSIVE REMEDY IS A FULL REFUND OF THE ORIGINAL PURCHASE PRICE OF THE COVERED PRODUCT.

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.

## Need help?

In the event that you need our help, please contact your VELUX dealer or contact us directly:

## VELUX America LLC

# PO Box 5001 • Greenwood, SC 29648-5001 Tel

1-800-88-VELUX

So that we can provide the best response possible, please include the following information in writing:

- Your name, address, and phone number.
- A description of the product and the product model number (located on the identification label attached to each product}.
- A description of the product concern.
- Details of attempts to address concern.

## Warranty claim procedure

## Step 1

If the customer has an issue or concern with a VELUX product or installation provided exclusively under this agreement, initial contact will be to GAF. GAF will inspect the installation to verify that the qualifying VELUX product was installed in accordance with the designated curb/ flashing details and instructions as provided by GAF. If, upon initial inspection and verification by GAF, **it** is suspected that there is a product defect in material or workmanship as covered by the terms of the VELUX warranty the procedure will move to step 2 under this agreement.

#### Step 2 (if necessary)

If there is a concern following Step 1, GAF will contact VELUX customer service department directly at:

VELUX America Inc. PO Box 5001 Greenwood, SC 29648-5001 Tel 1-800-88-VELUX • VELUX.solutions@VELUX.com

## So that VELUX can provide the best response possible, please include the following information when contacting us:

- Name, address, and phone number of the customer
- A description of the product and the product model number {located on the identification label attached to each product).
- A description of the product concern.
- Details of attempts to address concern.

Once you have contacted VELUX customer service department, you may be asked to complete a product information form. The form will be emailed or faxed and helps expedite your service request.

#### Step 3

Upon completion of the product information form, the call is escalated to our technical service department. This department is comprised of technical experts with years of experience handling product and installation concerns. Our technical service department will try to resolve your issue over the phone or provide parts as outlined in our limited warranty. Additional product installation information may be requested before proceeding further.

#### Step 4

If our technical service department cannot solve the concern, a VELUX Solutions service contractor will schedule an appointment for an onsite visit. We do request the installer also join us on this call. This contractor will evaluate the problem and provide either on-site repair or a plan for resolution. In some cases, the resolution involves the installer re-installing the product in accordance with our installation procedures. Please note that if it is determined on an on-site visit that the installing contractor incorrectly installed the VELUX product, then an on-site service visit fee will be charged. Thus, Step 1 of this procedure is critical. In some cases, the solution can only be determined by an on-site visit. In these cases, additional spare parts may need to be ordered from our factory and a follow up on-site visit maybe necessary. VELUX may, in its sole discretion, amend or revise this warranty provided that the revised or amended warranty will provide benefits at least as broad as the warranty setforth above. Pleasegoto www.VELUXusa.com/warranty for VELUX most updated warranty claim procedure information.

Thank you in advance for purchasing VELUX products. We want you to know that the overwhelming majority of VELUX customers never need to involve themselves in this process but we hope this overview helps you understand how we would solve a concern regarding an installed VELUX product.

VELUX America Inc. 450 Old Brickyard Road PO Box 5001 Greenwood, SC 29648-5001 Tel 1-800-283-2831 Fax 1-864-943-2631 www.VELUXusa.com

#### Exhibit C

#### Warranty Modifications

1. Limited Product Warranty: VELUXacknowledges that (i) the VELUX Products will be installed on roofs constructed of GAF Materials and installed by GAF Certified Contractors, and (ii) that GAF intends to provide Guarantees covering certain defects in the VELUX Products to the owners of the properties on which the VELUX Products are installed in accordance with subsection (i). Solely as between VELUX and GAF, the VELUX Products are each subject to the VELUX Warranties as set forth in Exhibit B, or any subsequent iteration of same as may be applicable to the VELUX Products at the time of sale. In addition, VELUX and GAF have mutually agreed to certain modifications of the VELUX Warranties asset forth herein. VELUX and GAF acknowledge and agree that all claims for alleged defects of the VELUX Products covered under the VELUX Warranties will be initially received by GAF and then forwarded by GAF to VELUX for evaluation. VELUX agrees to cooperate with GAF in administering any such claims in accordance with the guidelines set forth in Exhibit D.

2. Warranty Term: The term of the VELUX Warranties shall begin upon installation of the GAF Product s onto the end-user's property, as memorialized in the GAF Guarantee Registration. In the event of a warranty claim, GAF shall supply to VELUX a copy of the Guarantee registration in order to establish the date of installation.

3. Time Limit to Make a Claim: VELUX and GAF agree that warranty claims arising out of the VELUX Products will be reported to GAF in the first instance and that GAF will put VELUX on notice in writing of any such claims within 30 days of discovery.

4. WarrantyClaimsProcedure:The"WarrantyClaimsProcedure" section of Exhibit Basattachedhereto, orofany subsequent iteration of the VELUX Warranties, shall be considered to be replaced by Exhibit D.

5. To the extent there is any conflict between the terms of the VELUX Warranties and this document, this document shall control.

#### Exhibit D

#### Warranty Registration and Claims Processes

1. Warranty Registration: Upon receipt of a Guarantee registration involving one of more VELUX Products, GAF will provide the following information to VELUX: VELUX Product Name(s), Quantity(ies), Project Name, Project Address, Installation Date. Upon receipt of said information, VELUX will confirm receipt and forward a copy of the applicable VELUX Warranty(ies) to GAF.

 Notice shall be sent to: John Lawton, Manager Skylight Global Product Management

 Email
 John.Lawton@velux.com

 Phone
 864.941.4751

2. Warranty Claims Process:

a. Upon receipt of a claim by an end-user of the VELUX Products, GAF will undertake the initial investigation of the claim.

b. For those claims in which GAF determines that coverage under the VELUX Warranties is not implicated, GAF reserves the right to resolve those claims without any notice to VELUX.

c. For those claims in which GAF determines that coverage under the VELUX Warranties may be implicated, GAF agrees to put VELUX on notice in writing of the claim within 30 days of discovery.

Notice shall be sent to:Stuart Driver, After Sales Service ManagerEmailStuart.Driver@velux.comPhone864.941.5330

*d.* GAF and VELUX agree to work cooperatively to obtain the information necessary in order to resolve the claim in accordance with the terms of the applicable VELUX Warranties, as modified by Exhibit C.