

EMCO SHINGLE WARRANTIES

FIVE-STAR / FIBERGLASS LIMITED WARRANTIES

EMCO's Five-Star Limited Warranty covers its full range of organic shingles.

EMCO's Fiberglass Shingle Limited Warranty covers its full range of fiberglass shingles.

THE EMCO WARRANTY

EMCO Building Products Corp., warrants to the owner of the property on which BP shingles are installed that the shingles are free from manufacturing defects which may result in water leakage during the warranty period, subject to the conditions and restrictions set out below.

WHO MAY BENEFIT FROM THE EMCO WARRANTY?

The owner of a building in Canada or the United States on which BP shingles are installed, either by the owner personally or through a contractor.

WARRANTY TRANSFERABILITY Five-Star Warranty

The Five-Star warranty is fully transferable to subsequent owners of the property.

Fiberglass Shingle Warranty

The Fiberglass Shingle warranty is transferable once, to the subsequent owner of the property. If transfer occurs in the first five years, the warranty period continues unchanged. For transfers after year 5, the warranty period will be the lesser of two (2) years or the balance of the original warranty period in the Fiberglass Shingle Proration Table.

WHAT IS THE WARRANTY COVERAGE? Five-Star Warranty Up-Front Coverage

The warranty periods for the complete range of BP shingles are set out in the Warranty Coverage Table. Warranties run from the date the installation of the BP shingles is completed. In addition, for ECLIPSE shingles the warranty may be extended for the lifetime of the owner if the Lifetime Warranty conditions set out below are met. If prescribed BP shingles are used for Hip & Ridge and starter strip, they will be warranted for the duration of the warranty covering the shingles installed on the roof.

If a manufacturing defect appears during the first ten (10) years following installation of ECLIPSE shingles, or the first five (5) years in the case of other BP organic shingles and three (3) years in the case of Citadel ("the up-front coverage period"), EMCO will, at its option:

- repair or replace, at its own expense, the defective shingles and any installed BP eave protection and BP underlayment, **including** the cost of related metal work, vents, tear-off and disposal of the defective shingles; or
- pay to the owner the cost of repair or replacement of the defective shingles including labour, according to the original purchase price and original installation cost of the defective shingles, **including** the cost of related metal work, vents, tear-off and disposal of the defective shingles.

Five-Star Warranty After Up-Front Coverage

If a manufacturing defect appears during the remainder of the warranty period after the end of the up-front coverage, EMCO will, at its option:

- repair or replace, at its own expense, the defective shingles and any installed BP eave protection and BP underlayment, **including** the cost of related metal work, vents, tear-off and disposal of the defective shingles; or
- pay to the owner of the property the repair or replacement cost of the defective shingles and any installed BP eave protection and BP underlayment **including** the cost of related metal work, vents, tear-off and disposal of the defective shingles, according to the original purchase price and original installation cost of the defective shingles. EMCO payment is conditional upon completion of the repairs within one year of making the complaint.

In either option stated above, EMCO Building Products Corp.'s maximum liability will be reduced proportionally by the number of years elapsed since installation, as set out in the Five-Star Warranty Years Table.

The warranty coverage for shingles which are repaired or replaced under warranty corresponds in all cases to the remainder of the warranty period and balance of coverage applicable to the shingles being replaced.

Fiberglass Shingle Warranty Up-Front Coverage

The warranty periods for the complete range of BP shingles are set out in the Warranty Coverage Table. Warranties run from the date the installation of the BP shingles is completed. If prescribed BP Hip and Ridge shingles and starter strip are used, they will be warranted for the duration of the warranty covering the shingles installed on the roof.

If a manufacturing defect appears during the first five (5) years in the case of any BP fiberglass shingles ("the up-front coverage period"), EMCO will, at its option:

- repair or replace, at its own expense the defective shingles and any installed BP eave protection and BP underlayment, **excluding** the cost of metal work, vents, tear-off and disposal of the defective shingles; or
- pay to the owner the cost of repair or replacement of the defective shingles including labour, according to the original purchase price and original installation cost of the defective shingles **excluding** the cost of metal work, vents, tear-off and disposal of the defective shingles.

Fiberglass Shingle Warranty After Up-Front Coverage

If a manufacturing defect appears during the remainder of the warranty period after the end of the up-front coverage, EMCO will, at its option:

- repair or replace, at its own expense the defective shingles and any installed BP eave protection and BP underlayment, **excluding** the cost of metal work, vents, tear-off and disposal of the defective shingles and the cost of installation of new shingles, eave protection and underlayment; or
- pay to the owner of the property the cost of the defective shingles and any installed BP eave protection and underlayment, according to the original purchase price of the defective shingles. EMCO payment is conditional upon completion of the repairs within one year of making the complaint.

In either option stated above, EMCO Building Products Corp.'s maximum liability will be reduced proportionally by the number of months elapsed since installation, as set out in the Fiberglass Shingle Proration Table.

The warranty coverage for shingles which are repaired or replaced under warranty corresponds in all cases to the remainder of the warranty period and balance of coverage applicable to the shingles being replaced.

FIVE YEAR LIMITED WIND DAMAGE WARRANTY

EMCO warrants its shingles for five (5) years after installation against blow-off or damage due to wind velocities, including gusts, up to a maximum of 175 km/h (110 mph) - see the Warranty Coverage Table for details.

Special application instructions: all shingles must be fastened with 6 nails (4 nails in the case of WEATHER-TITE) and shingles at the roof edges must be secured with a thin 4 inch wide layer of plastic cement. When shingles are installed using 4 nails without cement at roof edges, (regular installation) the wind warranty is limited to 115 km/h (70 mph). Self-sealing shingles contain adhesive strips which seal when exposed to higher temperatures after installation. For this reason, shingles installed in the fall or winter may not seal for a considerable period until temperatures rise sufficiently to produce a proper seal. In

addition, contamination of the self-sealing adhesive by dust or foreign matter may prevent the sealing strip from achieving a full thermal seal. Prior to sealing, shingles are more vulnerable to wind damage.

The foregoing Wind Warranty does not apply unless shingles have been installed correctly and self-sealing adhesive strips have properly bonded.

If BP shingles which meet the above conditions are blown off or damaged by winds not exceeding the velocities set out below, EMCO will at its option reimburse the reasonable cost of replacing the blown off or damaged shingles and/or handsealing remaining shingles, as required. Data available from Environment Canada and/or the National Weather Service will be used to determine wind and gust speeds.

ECLIPSE FIVE-STAR LIFETIME LIMITED WARRANTY

For eligible owners and properties, ECLIPSE shingles will remain warranted for the lifetime of the original owner and warranty holder, according to the terms and conditions set out in the section below in addition to the terms and limitations of the Five-Star Limited Warranty which also apply to all matters not otherwise covered under these Lifetime Warranty provisions.

WHAT ARE THE ADDITIONAL REQUIREMENTS FOR THE ECLIPSE FIVE-STAR LIFETIME LIMITED WARRANTY?

The Five-Star ECLIPSE Lifetime Warranty covers individual owners who apply ECLIPSE shingles to their single-family home, provided they are sole owner of the home which serves primarily as the owner's residence. Commercial and industrial buildings, condominiums, multi-occupant buildings, health care institutions, schools, religious institutions and all buildings which are not used principally as a dwelling for the owner and owner's family are not eligible; in such cases the Five-Star ECLIPSE 35-year warranty is applicable. Only individual owners qualify, to the exclusion of companies, corporations, partnerships, trusts, estates and properties owned by more than one individual.

At the end of 29 years, the Five-Star Limited Warranty on ECLIPSE shingles will reach 20% coverage as shown in the Warranty Years Table. Under the Five-Star Lifetime Limited Warranty, coverage will then continue without further reduction, for the lifetime of the owner. If ownership of the home is transferred at any time, the Five-Star Lifetime Limited Warranty will cease to apply and the Five-Star ECLIPSE Limited Warranty will apply thereafter for the remainder (if any) of the 35-year ECLIPSE Five-Star Limited Warranty period shown in the Warranty Years Table.

(The Lifetime Warranty does not constitute and should not be interpreted as a statement or representation as to the durability of ECLIPSE shingles.)

WARRANTY COVERAGE TABLE

The warranty coverage for shingles which are repaired or replaced under warranty corresponds in all cases to the remainder of the warranty period and balance of coverage applicable to the shingles being replaced.

Shingle brand	5 Star Up-Front Coverage (in years)	Fiberglass Shingles Up-Front Coverage (in years)	Warranty Period (in years)	Wind Warranty			
				Regular Installation		As per special application instruction	
				km/h	mph	km/h	mph
Eclipse	10	N/A	35/Life-time*	115	70	175	110
Tradition	5	N/A	30	115	70	145	90
Weather-Tite	5	N/A	25	115	70	175	110
Roofmaster	5	N/A	25	115	70	145	90
Mirage	5	N/A	25	115	70	130	80
Europa	5	N/A	30	115	70	130	80
Rampart	5	N/A	25	115	70	130	80
Tite-Lok	5	N/A	25	115	70	130	80
Citadel	3	N/A	20	115	70	115	70
Everest	N/A	5	40	115	70	160	100
Harmony	N/A	5	35	115	70	145	90
Mystique	N/A	5	30	115	70	130	80
Yukon	N/A	5	30	115	70	130	80
Dakota	N/A	5	25	115	70	115	70
Hip & Ridge			As per shingles installed				

* subject to terms and conditions herewith

LIMITATION OF IMPLIED WARRANTIES

THE DURATION OF ANY IMPLIED WARRANTIES INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR IMPLIED WARRANTIES OF FITNESS ARE EXPRESSLY LIMITED TO THE DURATION OF THE WARRANTY PERIOD APPLICABLE TO THE PARTICULAR SHINGLES INSTALLED. SOME CANADIAN PROVINCES AND U.S. STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

WHAT STANDARDS MUST BE MET FOR THE WARRANTY TO BE VALID?

To benefit from EMCO shingle warranties, the following standards must be met:

- the shingles must be installed in accordance with EMCO's published application instructions and good roofing practices;
- the roof and each part of it must be designed and built in accordance with local and applicable National Building Codes. All roof structures must be provided with through ventilation and the deck over which the shingles are installed must meet minimum building code requirements. Where local building codes have specific requirements which differ from National Building Codes, the more stringent requirement must be followed.

EXCLUSION OF CONSEQUENTIAL DAMAGES

EMCO HEREBY EXCLUDES COVERAGE OF ALL CONSEQUENTIAL DAMAGES OF ANY KIND RESULTING FROM THE BREACH OF THIS WARRANTY OR FROM ANY FAILURE TO PERFORM UNDER THE TERMS OF THIS WARRANTY INCLUDING, WITHOUT LIMITATION, ANY DAMAGE TO THE EXTERIOR OR INTERIOR OF THE BUILDING UPON WHICH THE SHINGLES WERE INSTALLED OR TO THE PROPERTY CONTAINED THEREIN, ANY INJURIES SUSTAINED BY ANY PERSON OR ANY ECONOMIC LOSSES, COMMERCIAL LOSSES, LOSS OF TIME, LOSS OF USE OF THE BUILDING OR INCIDENTAL CHARGES SUCH AS TELEPHONE, TRAVEL OR LODGING EXPENSES. SOME CANADIAN PROVINCES AND U.S. STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

WHAT IS NOT COVERED?

The following are not covered under the EMCO Limited shingle warranties and EMCO will not at any time be liable for:

- any property damage, physical injury or economic loss resulting, directly or indirectly, from a manufacturing defect in the shingles;
- any damage to the shingles caused by, lightning, hurricanes, tornadoes, hailstorms, earthquakes, Acts of God, fortuitous events or force majeure;
- any damage to the shingles caused by the settlement, distortion, failure, cracking or movement of the roof deck, walls or foundation of the building, improper drainage, erosion, ordinary wear and tear, failure to perform required roof maintenance, as well as flashings or metal work;
- any damage to the shingles caused by transport, misuse or improper handling or storage of the shingles;
- any damage to the shingles caused by traffic on the roof or by impact of foreign objects;
- any damage to the shingles caused by work performed on or to the roof;
- any damage to the shingles caused by the failure to install the shingles using BP cements or equivalent cements that meet applicable CAN/CGSB or ASTM standards or failure to install in accordance with EMCO's published application instructions or good roofing practices;
- appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;
- any variation in appearance due to normal ageing of shingles;
- any discoloration due to algae growth;
- any variation in colour or shading;
- any water infiltration due to improper installation of flashings;
- any water infiltration (and/or condensation) due to improper attic ventilation;
- any back surfacing transfer or asphalt staining;
- any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals or modifications of any kinds;
- decking nails or staples backing out and either perforating or pushing up the shingles; and
- any claim which has been settled by way of a cash payment pursuant to this warranty.

On low slope roofs (between 2:12 and 4:12) only Rampart, Weather-Tite or Tradition organic shingles should be used. Yukon and Dakota may be used, but the warranty period in such cases is reduced to twelve years. If other BP shingles are used in such conditions, no warranty coverage applies.

EMCO reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If original product or colour is no longer available, EMCO may substitute products which are comparable in price and quality.

HOW TO MAKE YOUR CLAIM?

Claims under EMCO Shingle Limited Warranties must be made in writing as soon as the manufacturing defect is discovered and in any event no more than thirty (30) days after such discovery. Claims may be delivered by hand, transmitted by fax or sent by registered mail, to the following address:

Emco Building Products Corp.
9510 St. Patrick Street, LaSalle (Quebec), Canada, H8R 1R9, Fax no.: (514) 364-6739
Attention: Warranty Services

The claim must include a copy of the invoice or contract establishing the date of installation of the shingles.

EMCO will not accept any claim for repair work or replacement of defective shingles unless EMCO is given the opportunity to inspect the shingles prior to any repair and consents to the work, in writing.

WHAT ELSE SHOULD THE OWNER KNOW?

- THE WARRANTIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY EMCO. EMCO EXPRESSLY DISCLAIMS ALL OTHER EXPRESS WARRANTIES, WHETHER ORAL OR WRITTEN, AND EMCO IS NOT RESPONSIBLE OR LIABLE FOR ANY PROMISES, REPRESENTATIONS, COMMITMENTS OR AGREEMENTS MADE BY EMPLOYEES, AGENTS OR REPRESENTATIVES OF EMCO WHICH ARE NOT IN ACCORDANCE WITH THE WARRANTIES ABOVE.
- THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE (PROVINCE TO PROVINCE IN CANADA). THIS WARRANTY DOES NOT MODIFY OR LIMIT THOSE RIGHTS BUT SHALL RUN CONCURRENTLY WITH THEM.
- CANADA ONLY: ANY PROVISION OF THIS WARRANTY WHICH IS INCOMPATIBLE WITH SOME PUBLIC ORDER LEGISLATION WILL NOT INVALIDATE THE REMAINING PROVISIONS OF THIS WARRANTY. SOME LEGISLATION MAY FORBID RESTRICTIONS UPON WARRANTIES GRANTED BY LAW. IN CASES COVERED BY SUCH LEGISLATION, THESE RESTRICTIONS DO NOT APPLY TO THE OWNER OF THE PROPERTY.

THIS WARRANTY APPLIES ONLY TO BP SHINGLES PURCHASED AND INSTALLED IN CANADA OR THE UNITED STATES (CONTINENTAL U.S., ALASKA AND HAWAII). WARRANTY INFORMATION IN OTHER COUNTRIES MAY BE OBTAINED FROM LOCAL AUTHORIZED BP SHINGLE DISTRIBUTORS.

FIVE-STAR WARRANTY YEARS TABLE

Year since installation	Life-Time	40 Years	35 Years	30 Years	25 Years	20 Years
1	100%	100%	100%	100%	100%	100%
2	100%	100%	100%	100%	100%	100%
3	100%	100%	100%	100%	100%	100%
4	100%	100%	100%	100%	100%	85%
5	100%	100%	100%	100%	100%	80%
6	100%	87.50%	85.71%	83.33%	80%	75%
7	100%	85.00%	82.86%	80.00%	76%	70%
8	100%	82.50%	80.00%	76.67%	72%	65%
9	100%	80.00%	77.14%	73.33%	68%	60%
10	100%	77.50%	74.29%	70.00%	64%	55%
11	71.43%	75.00%	71.43%	67.67%	60%	50%
12	68.57%	72.50%	68.57%	63.33%	56%	45%
13	65.72%	70.00%	65.72%	60.00%	52%	40%
14	62.86%	67.50%	62.86%	56.57%	48%	35%
15	60.00%	65.00%	60.00%	53.33%	44%	30%
16	57.14%	62.50%	57.14%	50.00%	40%	25%
17	54.29%	60.00%	54.29%	46.67%	36%	20%
18	51.43%	57.50%	51.43%	43.33%	32%	15%
19	48.57%	55.00%	48.57%	40.00%	28%	10%
20	45.72%	52.50%	45.72%	36.67%	24%	5%
21	42.86%	50.00%	42.86%	33.33%	20%	0%
22	40.00%	47.50%	40.00%	30.00%	16%	
23	37.14%	45.00%	37.14%	27.67%	12%	
24	34.29%	42.50%	34.29%	23.33%	8%	
25	31.43%	40.00%	31.43%	20.00%	4%	
26	28.57%	37.50%	28.57%	16.67%	0%	
27	25.72%	35.00%	25.72%	13.33%		
28	22.86%	32.50%	22.86%	10.00%		
29	20.00%	30.00%	20.00%	6.67%		
30	20.00%	27.50%	17.15%	3.33%		
31	20.00%	25.00%	14.29%	0.00%		
32	20.00%	22.50%	11.43%			
33	20.00%	20.00%	8.57%			
34	20.00%	17.50%	5.72%			
35	20.00%	15.00%	2.86%			
36	20.00%	12.50%	0.00%			
37	20.00%	10.00%				
38	20.00%	7.50%				
39	20.00%	5.00%				
40	20.00%	2.50%				
41	20.00%	0.00%				

FIBERGLASS SHINGLE PRORATION TABLE

Fiberglass Shingle Brand	Warranty Period		Fiberglass Shingle Warranty Up-Front Coverage (in years)	Reduction For The First 180 Months	Reduction For The Remaining Months
	Years	Months			
Everest	40	480	5	X / 225	R / 1500
Harmony	35	420	5	X / 225	R / 1200
Yukon	30	360	5	X / 225	R / 900
Mystique	30	360	5	X / 225	R / 900
Harmony HR	30	360	5	X / 225	R / 900
Dakota	25	300	5	X / 225	R / 600

X = Number of months since installation

R = Number of months beyond 180 months