

LIMITED WARRANTY

esgard Asphalt Shingles

A 1336

WARRANTY. BUILDING PRODUCTS OF CANADA LIMITED ("Building Products") warrants to the original purchaser of its ESGARD Asphalt Shingles ("Shingles") and to the first purchaser of a new house upon which its Shingles were installed that, subject to the limitations and other provisions of this Warranty, its Shingles will remain free from manufacturing defects during the Warranty period which begins on the date of completion of the installation. The Warranty period shall run for the time specified in the Warranty table. During the Warranty period, it will make at its own expense any necessary repairs to or replacement of the Shingles to eliminate water leakage resulting directly from Shingles containing manufacturing defects and from no other cause.

Building Products' maximum liability will not exceed the original purchase and installation price of the Shingles which maximum liability will be decreased by a % (see Warranty table) of the original purchase and installation price for each successive year of the Warranty period after the first year of the Warranty period.

WARRANTY TABLE

shingle type	Warranty years	annual reduction (%)
ESGARD 20	20	5.0/YR
ESGARD no cut-out	20	5.0
ESGARD 25	25	4.0

WARRANTY REGISTRATION CARD. The original purchaser must detach, sign and promptly mail to Building Products the Warranty registration card. The installer of the Shingles or in the case of a new house, the builder of the new house must also sign the Warranty registration card. Failure to do so within 30 days of the completion of the installation job or the purchase of a new house upon which the Shingles were installed will void the Warranty coverage.

NOTIFICATION OF CLAIMS. Claims for repairs or replacement pursuant to this Warranty must be submitted in writing by registered mail to:

Building Products of Canada Limited
10,500 Cote de Liesse
Lachine, Quebec, Canada H8T 3E3

Attention: Export Manager

within 30 days immediately following the discovery of the need of any repairs or replacement covered by this Warranty. Building Products, within a reasonable time after notification of a claim, will investigate the claim to determine if any damage is covered by this Warranty. Building Products will have the right to remove samples for testing purposes.

LIMITATIONS ON COVERAGE. Building Products will not be liable for, and this Warranty does not apply to:

a. any damage to the building to which the Shingles were installed, or to the interior of the building, or to the property contained therein, or for any injuries or damages sustained by any person.

b. any damage to the Shingles caused by gales, lightning, hurricanes, tornadoes, hail storms, or other unusual phenomena of the elements, nor for any damage to the Shingles due to the settlement, distortion, failure, cracking, or movement of the roof deck, walls, or foundation of the building, nor for any defects or failure of the material used as a roof base over which the Shingles have been applied, nor for any damage by traffic on the roof or any misuse, neglect, or improper handling of the Shingles.

c. any damage to the Shingles caused by improper application of the Shingles, or if the Shingles are not installed or applied in accordance with the application specifications as printed on each Shingle package.

d. any color variation or shading that may occur due to the random positioning of the granular surfacing material.

e. any damage to the Shingles, if after application to the roof, any additional openings or structures are made or applied to the roof or the Shingles.

f. subsequent owners or transferees of the Shingles or the building to which the Shingles were installed. **THIS WARRANTY IS ONLY FOR THE BENEFIT OF THE ORIGINAL PURCHASER OF THE SHINGLES OR THE FIRST PURCHASER OF A NEW HOUSE UPON WHICH SHINGLES WERE INSTALLED AND IS NOT TRANSFERABLE.**

ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY AND/OR THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY STATED ABOVE, UNLESS A SHORTER PERIOD IS ALLOWED BY LAW. Some states do not allow limitations on how long an implied Warranty lasts, so the above limitation may not apply to you. Building Products makes no other representation or Warranty of any kind, other than the Limited Warranty contained in this document, and no person is authorized to alter this Warranty orally. No change or modification to this Warranty shall be effective unless made by written endorsement on this document and signed by an authorized representative of Building Products.

ALL LIABILITY OF BUILDING PRODUCTS FOR INCIDENTAL AND CONSEQUENTIAL DAMAGES IS EXPRESSLY DISCLAIMED. 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.

This Warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

EXXON BUILDING PRODUCTS OF CANADA LIMITED

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