

## BP FIVE-STAR SHINGLE WARRANTY LIMITED WARRANTY

### THE FIVE-STAR WARRANTY: ★ ★ ★ ★ ★

EMCO LIMITED, ("EMCO"), 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 FIVE-STAR WARRANTY? ★ ★ ★ ★ ★

The owner who installs BP shingles on his property located in Canada or the United States or who has them installed and any subsequent owner of the property, this warranty being fully transferable.

### WHAT IS THE WARRANTY PERIOD? ★ ★ ★ ★ ★

The warranty period for the type of shingles installed is shown in Table "A" and starts on the date the installation of the BP shingles is completed.

TABLE "A"  
★ ★ ★ ★ ★

Type of shingles	Warranty period (years)
HARMONY	40
ECLIPSE	30
HARMONY	30
H/R	*
TRADITION	30
HARMONY	25
MIRAGE	25
ROOFMASTER CLASSIC	25
ROOFMASTER	25
RAMPART	25
DAKOTA	25
TITE-LOK	25
WEATHER-TITE	25
ESGARD PRO STANDARD	25
CITADEL	20
TITE-ON	20
)/SLOPE	12

\* The warranty period for H/R corresponds to the warranty of the laminate shingles installed on the rest of the roof. When sold separately Eclipse H/R is covered for 30 years.

### WHAT IS THE MAXIMUM LIABILITY OF THE MANUFACTURER? ★ ★ ★ ★ ★

If a manufacturing defect appears during the first five (5) years of the warranty period (three (3) years in the case of LO/SLOPE shingles), EMCO will, at its option:

- (a) repair or replace, at its own expense, the defective shingles or
- (b) pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO's reasonable estimate at the time of the claim.

If a manufacturing defect appears after the fifth (5th) year of the warranty period (after the third year in the case of LO/SLOPE shingles), EMCO will pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO's reasonable estimate at the time of the claim, reduced proportionally to the number of years elapsed since the completion date of installation of the BP shingles. This reduction or proration is set out in Table "B".

**Note:** Whenever possible, EMCO will replace defective shingles with shingles of the same color. However, because color variations exist between shingles manufactured at different times and because EMCO may discontinue or modify colors, EMCO reserves the right to replace defective shingles with shingles of the nearest color.

EMCO will not be responsible for differences in color between replacement shingles and others not replaced, if those differences are caused by weathering.

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

To benefit from the Five-Star Warranty, the following standards have to be met:

- (a) the shingles must have been installed in accordance with BP's published application instructions;
- (b) 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.

### WHAT IS NOT COVERED? ★ ★ ★ ★ ★

The following are not covered by the Five-Star Warranty and, as such, EMCO will not, at any time, be liable for:

- (a) any property damage, physical injury or economic loss resulting, directly or indirectly, from a manufacturing defect in the shingles:

- (b) any damage to the shingles caused by gales, lightning, hurricanes, tornadoes, hailstorms, earthquake, Acts of God, fortuitous events or force majeure;
- (c) any damage to the shingles caused by the settlement, distortion, failure, cracking or movement of the roof deck, walls or foundation of the building, as well as defects or failure of flashing or metal work;
- (d) any damage to the shingles caused by transport, misuse, or improper handling or storage of the shingles;
- (e) any damage to the shingles caused by traffic on the roof or by impact of foreign objects;
- (f) any damage to the shingles caused by work performed on or to the roof;
- (g) 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;
- (h) appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;
- (i) any claim which has been settled by way of a cash payment pursuant to this warranty; and
- (j) discoloration due to algae growth.

### 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 states (provinces in Canada) do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

### 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 states (provinces in Canada) do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

**HOW TO MAKE YOUR CLAIM?**

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Claims under the Five-Star Warranty 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 Limited**

In Eastern Canada and USA: 9510 St-Patrick, LaSalle (Quebec), Canada, H8R 1R9, Fax no.: (514) 364-0130

In Western Canada: 3703 - 101 Avenue N.E., P.O. Box 576, Edmonton, Alberta T5J 2K8 Fax no.: (403) 465-1181

Attention: Quality Manager

The claim must include a copy of the invoice or contract establishing the date of installation of the shingles along with the warranty claim form below.

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

**WHAT ELSE SHOULD THE OWNER KNOW?**

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1. THERE ARE NO OTHER EXPRESS WARRANTIES OF EMCO, 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 THIS WARRANTY.
2. 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.
3. 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.
4. THIS FIVE-STAR 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.

**TABLE "B"**

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Years since installation	Warranty Period (see Table "A")					
	(12 years)	(20 years)	(25 years)	(30 years)	(35 years)	(40 years)
1	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
2	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
3	100.00%	100.00%	100.00%	100.00%	100.00%	100.00%
4	75.00%	100.00%	100.00%	100.00%	100.00%	100.00%
5	66.67%	100.00%	100.00%	100.00%	100.00%	100.00%
6	58.33%	75.00%	80.00%	83.33%	85.71%	87.50%
7	50.00%	70.00%	76.00%	80.00%	82.86%	85.00%
8	41.67%	65.00%	72.00%	76.67%	80.00%	82.50%
9	33.33%	60.00%	68.00%	73.33%	77.14%	80.00%
10	25.00%	55.00%	64.00%	70.00%	74.29%	77.50%
11	16.67%	50.00%	60.00%	66.67%	71.43%	75.00%
12	8.33%	45.00%	56.00%	63.33%	68.57%	72.50%
13	0.00%	40.00%	52.00%	60.00%	65.71%	70.00%
14		35.00%	48.00%	56.67%	62.86%	67.50%
15		30.00%	44.00%	53.33%	60.00%	65.00%
16		25.00%	40.00%	50.00%	57.14%	62.50%
17		20.00%	36.00%	46.67%	54.29%	60.00%
18		15.00%	32.00%	43.33%	51.43%	57.50%
19		10.00%	28.00%	40.00%	48.57%	55.00%
20		5.00%	24.00%	36.67%	45.71%	52.50%
21		0.00%	20.00%	33.33%	42.86%	50.00%
22			16.00%	30.00%	40.00%	47.50%
23			12.00%	26.67%	37.14%	45.00%
24			8.00%	23.33%	34.29%	42.50%
25			4.00%	20.00%	31.43%	40.00%
26			0.00%	16.67%	28.57%	37.50%
27				13.33%	25.71%	35.00%
28				10.00%	22.86%	32.50%
29				6.67%	20.00%	30.00%
30				3.33%	17.14%	27.50%
31				0.00%	14.29%	25.00%
32					11.43%	22.50%
33					8.57%	20.00%
34					5.71%	17.50%
35					2.86%	15.00%
36					0.00%	12.50%
37						10.00%
38						7.50%
39						5.00%
40						2.50%
41						0.00%

Example : In the case of a claim in Rampart shingles, EMCO's maximum liability is reduced to 64% if such defects appear in the tenth year after installation.

**WARRANTY CLAIM FORM:** (Do not send with questionnaire, complete and retain for your records.)

★ Name of claimant: \_\_\_\_\_

★ Address: \_\_\_\_\_ City: \_\_\_\_\_  
 Province / State: \_\_\_\_\_ Country: CAN  USA  Postal Code / Zip code: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

★ Address of the building on which shingles are installed (if different from the one listed above):  
 Street: \_\_\_\_\_ City: \_\_\_\_\_  
 Province / State: \_\_\_\_\_ Country: CAN  USA  Postal Code / Zip code: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

★ The shingles were (please check -√- the appropriate statement): Self-installed  Installed by a professional contractor   
 Name of roofing firm: \_\_\_\_\_  
 Roofing firm address: \_\_\_\_\_ City: \_\_\_\_\_  
 Province / State: \_\_\_\_\_ Country: CAN  USA  Postal Code / Zip code: \_\_\_\_\_ Phone No.: ( ) \_\_\_\_\_

★ Installation specifications:  
 Date of completion of installation: \_\_\_\_\_ 19\_\_\_\_ Type of shingle installed: \_\_\_\_\_  
 Color: \_\_\_\_\_ Number of bundles installed: \_\_\_\_\_  
 Production code on shingle wrappers: \_\_\_\_\_ Total installed cost (including materials and labor): \$ \_\_\_\_\_

★ I hereby certify that, to the best of my knowledge, the information listed herein is accurate: Date: \_\_\_\_\_ 19\_\_\_\_  
 Signature of building owner: \_\_\_\_\_ Signature of roofing contractor: \_\_\_\_\_