

ECLIPSE / FIVE-STAR LIFETIME WARRANTY**LIMITED WARRANTY****THE FIVE-STAR WARRANTY:**

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Emco Limited, ("EMCO"), warrants to the owner of the property on which BP ECLIPSE 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. In addition to the coverage provided by the Five-Star Limited Warranty program, owners installing ECLIPSE shingles may also qualify for the exclusive Five-Star Lifetime Limited Warranty, subject to the conditions set out below.

WHO MAY BENEFIT FROM THE FIVE-STAR WARRANTY?

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

WHAT IS THE WARRANTY PERIOD?

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The warranty period for ECLIPSE shingles starts on the date the installation of the shingles is completed, and lasts for 30 years, or for the lifetime of the owner, if the Lifetime Warranty conditions as set out below are met. The warranty period for Silhouette Hip & Ridge corresponds to the warranty of the Eclipse shingles installed on the rest of the roof.

BLANKET COVERAGE PERIOD

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If a manufacturing defect appears during the first eight (8) years following installation of the ECLIPSE shingles (« the blanket coverage period »), EMCO will, at its option,

- (a) assume the cost of repair or replacement of the defective shingles, which EMCO will arrange to have performed by a qualified contractor, or
- (b) pay to the owner the cost of repair or replacement of the defective shingles, according to EMCO's reasonable estimate at the time of the claim.

If a manufacturing defect appears after the end of the blanket coverage period, 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 by the number of years elapsed since installation of the ECLIPSE shingles, as set out in Table "A".

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.

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.

LIMITATION OF IMPLIED WARRANTIES

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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?

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

- (a) the shingles must be installed in accordance with EMCO'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.

LIFETIME WARRANTY

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For eligible owners and properties, ECLIPSE shingles are warranted for the lifetime of the owner from the date of installation, according to the terms and conditions set out in this section. The terms and limitations of the Five-Star Limited Warranty also apply to all matters not specifically dealt with under these Lifetime Warranty provisions.

WHAT ADDITIONAL REQUIREMENTS MUST BE MET TO QUALIFY FOR THE ECLIPSE LIFETIME WARRANTY?

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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 and that it serves primarily as the owner's residence. Commercial and industrial buildings, condominiums, multi-occupant buildings, health care institutions, residential schools, religious institutions and other buildings which are not used principally as the residence of the owner and his family are not eligible, and only individual owners are eligible, to the exclusion of companies, corporations, partnerships, trusts, estates and properties owned by more than one individual.

At the end of 25 years, the Five-Star Warranty on ECLIPSE shingles will reach 20% coverage as shown on Table "A". Under the Lifetime 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 Lifetime Warranty will cease to apply and the Five-Star ECLIPSE warranty will apply thereafter for the remainder (if any) of the 30-year ECLIPSE Five-Star Warranty period, as shown on Table "A".

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

EXCLUSION OF CONSEQUENTIAL DAMAGES

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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?

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The following are not covered by the Five-Star ECLIPSE Lifetime 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, earthquakes, 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 flashings 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/CSG 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.

HOW TO MAKE YOUR CLAIM?



Claims under the Five-Star Eclipse Lifetime 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) H8R 1R9
 Fax no.: (514) 364-6739

In Western Canada:
 3703 - 101 Avenue N.E., P.O. Box 576,
 Edmonton (Alberta) T5J 2K8
 Fax no.: (780) 465-1181

Attention: Quality Manager

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 and consents to the work, in writing.

WHAT ELSE SHOULD THE OWNER KNOW?



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 WARRANTY APPLIES ONLY TO BP ECLIPSE 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 ECLIPSE SHINGLE DISTRIBUTORS.



T A B L E " A "
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Years since installation	Lifetime Warranty	30-Year Five-Star Warranty
1	100.00%	100.00%
2	100.00%	100.00%
3	100.00%	100.00%
4	100.00%	100.00%
5	100.00%	100.00%
6	100.00%	100.00%
7	100.00%	100.00%
8	100.00%	100.00%
9	73.33%	73.33%
10	70.00%	70.00%
11	66.67%	66.67%
12	63.33%	63.33%
13	60.00%	60.00%
14	56.67%	56.67%
15	53.33%	53.33%
16	50.00%	50.00%
17	46.67%	46.67%
18	43.33%	43.33%
19	40.00%	40.00%
20	36.67%	36.67%
21	33.33%	33.33%
22	30.00%	30.00%
23	26.67%	26.67%
24	23.33%	23.33%
25	20.00%	20.00%
26	20.00%	16.67%
27	20.00%	13.33%
28	20.00%	10.00%
29	20.00%	6.67%
30	20.00%	3.33%
31+	20.00%	0.00%

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: _____ 20____ 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: _____ 20____
 Signature of building owner: _____ Signature of roofing contractor: _____