



BUILDING PRODUCTS OF CANADA CORP.

# BP SHINGLE WARRANTIES

EFFECTIVE JANUARY 1<sup>ST</sup>, 2010  
Replaces all previous warranties

## The BP Five-Star Limited Warranty covers organic shingles.

## The BP Shingle Limited Warranty covers the full range of fiberglass shingles.

### THE BP WARRANTY

Building Products of Canada Corp. (BP) 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 BP WARRANTY?

The owner of a property in Canada or in 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.

#### BP Fiberglass Shingle Warranty

The BP Shingle warranty is transferable once, to the subsequent owner of the property. For Everest, Harmony, Mystique, Mirage GS, Yukon SB and Dakota shingles, if transfer occurs in the first five years after installation of the shingles, 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. For Eclipse GL, if transfer occurs in the first ten (10) years after installation of the shingles, the warranty period continues unchanged. For transfers after year 10, the warranty period will be the lesser of two (2) years or the balance of the original warranty period as in the Fiberglass Shingle Proration Table.

### WHAT IS THE WARRANTY 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 GL 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 (including Meridian HR 3-D) 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.

#### Five-Star Warranty Up-Front Coverage

If a manufacturing defect appears during the first five (5) years in the case of a BP organic shingle, BP will, at its option:

- (a) repair or replace at its expense the defective shingles and any installed BP eave protection and BP underlayment using identical or comparable BP products, **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced; or
- (b) reimburse to the owner of the property the cost of the replacement or repair, with identical or comparable BP products, the defective shingles and installed BP eave protection and BP underlayment **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced, according to BP's reasonable estimate at the time of the claim and not exceeding the original labor and materials cost.

#### 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, BP will, at its option:

- (a) repair or replace at its expense the defective shingles and installed BP eave protection and BP underlayment using identical or comparable BP products **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced; or

- (b) reimburse to the owner of the property the cost of the replacement or repair, with identical or comparable BP products, the defective shingles and installed BP eave protection and BP underlayment **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced, according to BP's reasonable estimate at the time of the claim and not exceeding the original labour and materials cost.

In either case, BP'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.

#### BP Fiberglass Shingle Warranty Total Protection Period

If a manufacturing defect appears during the first year (12 months) following installation of any BP Fiberglass shingles, (24 months for Eclipse GL shingles), BP will, at its option:

- (a) repair or replace at its expense the defective shingles and any installed BP eave protection and BP underlayment using identical or comparable BP products, **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced; or
- (b) reimburse to the owner of the property the cost of the replacement or repair, with identical or comparable BP products, the defective shingles and installed BP eave protection and BP underlayment **including** the cost of labor, related metal works, vents, tear-off and disposal of the products replaced, according to BP's reasonable estimate at the time of the claim and not exceeding the original labour and materials cost.

#### BP Fiberglass Shingle Warranty Up-Front Coverage

If a manufacturing defect appears during the remainder of the "up-front coverage period", year 2 to year 5, in the case of any BP fiberglass shingles, year 3 to year 10 for Eclipse GL shingles, BP will, at its option:

- (a) repair or replace at its expense the defective shingles and any installed BP eave protection and BP underlayment using identical or comparable BP products, **including** the cost of labor to install the shingles and the BP eave protection and underlayment but **excluding** the cost of metal works, vents, tear-off and disposal of the products replaced; or
- (b) reimburse to the owner of the property the cost of the replacement or repair, with identical or comparable BP products, the defective shingles and installed BP eave protection and BP underlayment **including** the cost of labor to install the shingles and the BP eave protection and underlayment, but **excluding** the cost of related metal works, vents, tear-off and disposal of the products replaced, according to BP's reasonable estimate at the time of the claim and not exceeding the original labour and materials cost.

#### BP 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, BP will, at its option:

- (a) supply identical or comparable BP products to replace the defective shingles and installed BP eave protection and BP underlayment at its expense, **excluding** the cost of metal works, vents, tear-off and disposal of the products replaced and the cost of installation of new shingles, eave protection and underlayment; or
- (b) reimburse to the owner of the property the cost of the defective shingles and installed BP eave protection and underlayment, on the basis of their original purchase price.

In either case, BP's maximum liability will be reduced proportionally by the number of months elapsed since installation, as set out in the Fiberglass Shingle Proration Table.

### BP ECLIPSE GL LIFETIME LIMITED WARRANTY

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

### WHAT ARE THE ADDITIONAL REQUIREMENTS FOR THE BP ECLIPSE GL LIFETIME LIMITED WARRANTY?

The BP Lifetime Shingle Warranty extended to ECLIPSE GL covers individual owners who apply ECLIPSE GL 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 50-year BP Shingle 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 fifteen (15) years, the BP Lifetime Shingle Warranty on ECLIPSE GL shingles will reach 20% coverage as shown in the Fiberglass Shingle Proration Table. Under the BP Lifetime Shingle 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 BP Lifetime Shingle Warranty will cease to apply and the BP Shingle Limited Warranty will apply thereafter.

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

WARRANTY COVERAGE TABLE

Shingle brand	Five-Star / Organic Up-Front Coverage (in years)	Fiberglass Shingles Coverage (in years)		Warranty period (in years)	Wind Warranty			
		Total Protection	Up-Front Coverage		Regular Installation		"High Wind" special application instructions	
					km/h	mph	km/h	mph
Eclipse GL	N/A	2	3 to 10	50/ LIFETIME*	140	90	210	130
Rampart	5	N/A	N/A	25	115	70	130	80
Everest	N/A	1	2 to 5	40	130	80	175	110
Harmony	N/A	1	2 to 5	35	115	70	175	110
Mystique	N/A	1	2 to 5	30	115	70	175	110
Mirage GS	N/A	1	2 to 5	30	115	70	130	80
Yukon SB	N/A	1	2 to 5	30	115	70	130	80
Dakota	N/A	1	2 to 5	25	115	70	130	80
Hip & Ridge and Meridian HR 3-D					As per shingles installed			

\*subject to terms and conditions herewith

## COVERAGE LIMITATIONS AND PAYMENT

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.

Since changes to design, colours and composition of products may be, it is possible that shingles matching those originally installed may not be available at the time of repair or replacement. In such event, BP will reimburse the original cost of the defective shingles as set out above. BP will not incur any liability by reason of such product changes beyond the limits set out in this warranty.

BP shingles and roofing products must be used exclusively in all cases where repair or replacement is paid for by BP under this warranty.

BP payment is conditional upon completion of the repairs within one year of complaint acceptance.

## FIVE-YEAR LIMITED WIND DAMAGE WARRANTY

BP warrants its shingles for five (5) years after installation against damage due to wind velocities, including gusts, up to the speeds specified in the Warranty Coverage Table.

For the warranty against wind blow-off to take effect, the self-sealing adhesive must be subjected to sufficient heat to activate the bond. When the shingles are installed in environmental conditions that will not produce such temperature or in very windy areas, the shingles should be sealed down with spots of asphalt plastic cement as specified in CSA A123.51-M85. 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 in the Warranty Coverage Table below, BP will, at its option, reimburse the reasonable cost of replacing the damaged shingles and/or hand sealing remaining shingles, as required. Data available from Environment Canada and/or the National Weather Service will be used to determine wind and gust speeds.

## HIGH WIND WARRANTY

Special application instructions: all shingles must be fastened with six (6) nails and shingles at the roof edges must be secured with a thin 4 inch wide layer of asphalt plastic cement. When shingles are installed using four (4) nails without cement at roof edges, the wind warranty is limited to the "regular installation" velocities as shown in the Warranty Coverage Table.

## ALGAE COVERAGE WARRANTY

BP warrants to the property owner that its shingles will not be affected by "blue-green" algae (cyanobacteria or gloeocapsa magma). The warranty is extended for the first ten (10) years following installation for Eclipse GL and the first five (5) years for Everest, Harmony, Mystique, Mirage GS and Yukon SB shingles. Should the presence of such algae be detected on the shingles within the designated period, BP's remedy will be to pay to the owner the cost to clean or repair the affected shingles. BP's

maximum liability is limited to \$15.00 per square of shingles (100 ft<sup>2</sup>) reduced by the number of months since the original installation over the total period covered (120 months for Eclipse GL and 60 months for Everest, Harmony, Mystique, Mirage GS and Yukon SB shingles).

## 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.

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

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

- the shingles must be installed in accordance with BP'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

BP 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 TELEPHONY, 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.

## WHAT IS NOT COVERED?

The following are not covered under the BP Limited shingle warranties and BP 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 flashing or metal works;
- 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 cements that meet applicable CAN/CGSB or ASTM standards or failure to install in accordance with BP'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 aging of shingles;
- any discoloration due to algae or moss growth not specifically covered in this warranty policy;
- 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;
- roofing and/or 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 3:12), only RAMPART, YUKON SB, DAKOTA and MIRAGE GS can be used. If other BP shingles are used in such conditions, no warranty coverage applies. On low slopes (between 3:12 and 4:12), all BP shingles can be installed. In all low slope applications (between 2:12 and 4:12), the special low slope underlayment technique must be applied.

**BP 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, BP may substitute products which are comparable in price and quality.**

## HOW TO MAKE YOUR CLAIM?

Claims under BP 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, sent by fax, e-mail or registered mail, to the following address:

**Building Products of Canada Corp.**  
9510 St. Patrick Street, LaSalle, QC, Canada, H8R 1R9  
Fax : 514 364-6739

E-mail : [qualityassurance@bpccan.com](mailto:qualityassurance@bpccan.com)

### Attention: Warranty Services

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

BP will not accept any claim for repair work or replacement of defective shingles unless BP is given the opportunity to evaluate 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 BP. BP EXPRESSLY DISCLAIMS ALL OTHER EXPRESS WARRANTIES, WHETHER ORAL OR WRITTEN, AND BP IS NOT RESPONSIBLE OR LIABLE FOR ANY PROMISES, REPRESENTATIONS, COMMITMENTS OR AGREEMENTS MADE BY EMPLOYEES, AGENTS OR REPRESENTATIVES OF BP 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 PROVINCE TO PROVINCE (FROM STATE TO STATE IN USA). 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 IN THE UNITED STATES (CONTINENTAL U.S., ALASKA AND HAWAII). WARRANTY INFORMATION IN OTHER COUNTRIES MAY BE OBTAINED FROM LOCAL AUTHORIZED BP SHINGLE DISTRIBUTORS.**

## FIBERGLASS SHINGLE PRORATION TABLE

Fiberglass Shingle Brand	Warranty Period		Fiberglass Shingle Warranty Coverage		Reduction for the first 180 months	Reduction for the remaining months
	Years	Months	Total Protection	Up-Front Coverage		
Eclipse GL*	50	600	2	3 to 10	X / 225	R / 2100
Everest	40	480	1	2 to 5	X / 225	R / 1500
Harmony	35	420	1	2 to 5	X / 225	R / 1200
Mystique	30	360	1	2 to 5	X / 225	R / 900
Mirage GS	30	360	1	2 to 5	X / 225	R / 900
Yukon SB	30	360	1	2 to 5	X / 225	R / 900
Dakota	25	300	1	2 to 5	X / 225	R / 600

\* The 20% Lifetime coverage on Eclipse GL is reached at the end of Year 15 (15 years x 12 months = 180 months, divided by the reduction factor: 180 / 225 = 80% reduction) and remains fix for as long as the Limited Lifetime Warranty conditions are maintained.

X = Number of months since installation R = Number of months beyond 180 months

## FIVE-STAR WARRANTY PRORATION TABLE

Years	25 Years	Years	25 Years
1	100%	14	48%
2	100%	15	44%
3	100%	16	40%
4	100%	17	36%
5	100%	18	32%
6	80%	19	28%
7	76%	20	24%
8	72%	21	20%
9	68%	22	16%
10	64%	23	12%
11	60%	24	8%
12	56%	25	4%
13	52%	26	0%