

Enviroshake® Material Warranty

GOLD-LEVEL WARRANTY

The Gold level warranty is offered only to those clients who use our Authorized Accessories. This includes Enviroshield Synthetic Underlayment, EnviroFasteners (Nails and Screws) and EnviroSnowGuards (where applicable), as a complement to our roofing products.

NOTE: THIS WARRANTY IS NULL and VOID SHOULD A NON-FACTORY TRAINED SUB CONTRACTOR BECOME INVOLVED IN THE INSTALLATION. ONLY QUALIFIED AND FACTORY TRAINED CONTRACTORS ARE PERMITTED TO INSTALL ENVIROSHAKE PRODUCTS

Product Warranty: Subject to the exclusions, conditions and limitations set forth in this Warranty, 2595385 Ontario Inc. dba Enviroshake ("Company") warrants that its roofing products (the "Product") will be 100% free from manufacture defects that cause premature product failure. This Product Warranty only covers Products made by Enviroshake and does not cover authorized accessories. Please refer to authorized accessory manufacturers for applicable warranties.

Warranty Claimant: A claimant is the registered owner at the time that the Product is installed ("Owner") or a subsequent registered owner ("Transferee") who has complied with the transfer provisions of this Warranty.

Warranty Period: This Warranty commences on the date of the manufacture of the Product which is date marked on the back of Product. The warranty period is as follows: (a) Single Family Detached Residences ("Properties"): lifetime warranty for original owner and for Transferee 50 years pro rated per

Warranty Coverage outlined below; (b) Other Structures ("Structures"): fifty (50) years; and (c) Special Location Properties ("Special Location"): twenty-five (25) years for Properties and Structures south of latitude 25 degrees north.

This limited lifetime warranty replaces all other oral or written warranties, liabilities, or obligations of Enviroshake and shall constitute the sole and exclusive remedies for the failure of the products.

Warranty Coverage: (a) Properties and Structures:

(i) During the first five (5) years, the Company shall, in its sole and absolute discretion, provide replacement product for the Nonconforming Product only. As the installation of Enviroshake products is designed to create a two-layer system, Nonconforming Product is defined as both material layers having deteriorated to the point that the underlayment is exposed. The Company will not be responsible for any other costs, including, removal of the Nonconforming Product, any metal or flashing work, underlayment or disposal expenses ("Excluded Costs").

(ii) After the fifth anniversary, the Company shall supply partial replacement Product in accordance with the following formula: the number of months remaining on the fifty (50) year Warranty divided by six (600) hundred. The Company will not be responsible for any labor or Excluded Costs. The replacement Product shall be FOB Chatham Ontario plant; (b) Special Location: The Company will supply partial replacement Product in accordance with the following formula:

the number of months remaining on the fifty (50) year Warranty divided by three (300) hundred. The Company will not be

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responsible for any labor or Excluded Costs. The replacement Product shall be FOB Chatham Ontario plant.

Warranty Registration: The Original Owner must, within 30 days of the completion of the roofing project, complete and return the warranty registration card to the Company at P.O. Box 1462, Chatham, Ontario Canada N7M 5W8 (“Company Address”) or complete the warranty card on-line at www.enviroshake.com. The Company will send the Owner a Warranty Certificate within thirty (30) days. In the event that the Warranty is not registered, the Company shall be relieved of all of its obligations.

Warranty Transfer: This Product Warranty is fully transferable to a Transferee or between Transferees, provided that the Owner or Transferee registered their Warranty and complied with the terms and conditions of this Warranty. The warranty period, regardless of the number of transfers, is as follows: (a) Properties: Fifty (50) years; (b) Structures and Special Location: The balance of the remaining Warranty period. The Transferee must, within 45 days of the date of the transfer, send to the Company (a) written notice of the transfer; (c) a copy of the Owner’s Warranty Certificate; and (d) a \$100 transfer fee, payable to the Company. The cancelled cheque will be the Transferee’s proof of transfer. In the event that the Company is not notified of the transfer, the Company shall be relieved of all obligations to the Transferee in this Warranty.

Warranty Claims: If an Owner or Transferee has a claim under this Warranty, it must deliver to the Company, within 30 days (a) written notice of its claim with a description of the Nonconforming Product and photos; (b) a copy of its Warranty Certificate; (c) the name and address of the factory trained Installer who installed the Product; and (d) such further information and documentation as the Company may require to process the claim and make a determination.

Warranty Exclusions: This Warranty does not cover (a) Product color variation claims; (b) Any damage to or defect in the Product, directly or indirectly, wholly or partly attributable, to the misuse, abuse or neglect of the Product, including any damage to the Product resulting from any alterations or modifications of the Product (whether by the addition of chemicals, solvents, paints, stains or otherwise); the removal of any material or substance applied to and/or accumulated on the Product after installation; or combining the Product or incorporating it into other structures or using the Product for any purpose other than a roof covering; (c) Any damage to the Product caused by inadequate ventilation of the roofing system or caused by the installation of the Product in a manner contrary to the Company’s recommended practices or the applicable building code; (d) Any damage to the Product caused by vandalism, improper storage by the Owner or its agents; acts of God, fire or accidental damage by the Owner or its agents or any third parties; (e) Any damage to the Product from tornados, ice and water build up, acid rain, lightning, falling objects; environmental or wildlife causes; or an accumulation of organic debris in the keyways which restricts the ability of the shake to expand and contract; (f) Improper installation i.e.. Insufficient gapping resulting in buckling, warping, or cupping; and (g) Failure to use the Enviroshield synthetic underlayment by Enviroshake.

Conditions and Limitations: (a) The Product must be installed by a Factory Trained Installer. Enviroshake is not responsible for ensuring the contractor and/or sub-contractor are factory trained, it is up to the end user to ensure they see their contractor’s factory training certificate and/or confirm with Enviroshake that the contractor is factory trained. A list of factory trained installers is available through the Company; (b) The Company shall, in its sole and absolute discretion, determine if the Product is defective and unfit for the purpose intended; (c) The Company’s liability and the Owner or the Transferee’s exclusive remedy is limited to this Warranty. The

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Company's obligation under this Warranty shall in no event exceed the original cost of the Product; (d) The Company shall not be liable for any incidental, consequential or special damages of any kind; and (e) This Warranty is specifically provided in lieu of all other express or implied warranties, including implied warranties of merchantability or fitness for a particular purpose.

Applicable Law and Dispute Resolution: (a) This warranty shall be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada; and (b) All claimants hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario and agree that all disputes or claims of any kind, including, claims under this Warranty or in contract or tort, shall be brought in Windsor, Ontario, which Courts shall have exclusive jurisdiction to determine all disputes or claims. At the option of the Company may, which must be exercised within 30 days of written notice of a claim, refer the claim to arbitration to be heard by a single arbitrator. The arbitration shall be conducted in accordance with the Ontario Arbitration Act and the arbitration shall take place in Windsor, Ontario. The parties shall share the costs of the arbitration equally, including, the arbitrator's costs and there shall be no appeal from the arbitrator's decision.

General: (a) Written Notice shall be sent by registered mail to the Company's Address; (b) This Warranty shall not be modified or extended and no person is authorized to change this Warranty in any way or grant any other Warranty; (c) The Company reserves the right to cancel and/or modify this Warranty without notice at any time; however, all fully paid warranties shall remain in force until their expiration; and (d) If any provision of this Warranty is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. The company is not liable for any product

with a manufacturing date prior to February 28, 2010.
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STANDARD-LEVEL WARRANTY

This standard level warranty is offered to those clients who CHOOSE TO NOT USE our Enviroshield® underlayment & Authorized Accessories as a complement to our roofing products as outlined above.

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Warranty Claimant: A claimant is the registered owner at the time that the Product is installed ("Owner") or a subsequent registered owner ("Transferee") who has complied with the transfer provisions of this Warranty.

Warranty Period: This Warranty commences on the date of the manufacture of the Product which is date marked on the back of Product. The warranty period is as follows: (a) Single Family Detached Residences ("Properties"): lifetime warranty for original owner and for Transferee 25 years pro rated per Warranty Coverage outlined below; (b) Other Structures ("Structures"): twenty-five (25) years; and (c) Special Location Properties ("Special Location"): twenty-five (25) years for Properties and Structures south of latitude 25 degrees north.

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This limited lifetime warranty replaces all other oral or written warranties, liabilities, or obligations of Enviroshake and shall constitute the sole and exclusive remedies for the failure of the products.

Warranty Coverage: (a) Properties and Structures:

(i) During the first five (5) years, the Company shall, in its sole and absolute discretion, provide replacement product for the Nonconforming Product only. As the installation of Enviroshake products is designed to create a two-layer system, Nonconforming Product is defined as both material layers having deteriorated to the point that the underlayment is exposed. The Company will not be responsible for any other costs, including, removal of the Nonconforming Product, any metal or flashing work, underlayment or disposal expenses ("Excluded Costs").

(ii) After the fifth anniversary, the Company shall supply partial replacement Product in accordance with the following formula: the number of months remaining on the twenty-five (25) year Warranty divided by six hundred (600). The Company will not be responsible for any labor or Excluded Costs. The replacement Product shall be FOB Chatham Ontario plant; (b) Special Location: The Company will supply partial replacement Product in accordance with the following formula: the number of months remaining on the twenty five (25) year Warranty divided by three (300) hundred. The Company will not be responsible for any labor or Excluded Costs. The replacement Product shall be FOB Chatham Ontario plant.

Warranty Registration: The Original Owner must, within 30 days of the purchase of the Product, complete and return the warranty registration card to the Company at P.O. Box 1462, Chatham, Ontario Canada N7M 5W8 ("Company Address") or complete the warranty card on-line at www.enviroshake.com. The Company will send the Owner a Warranty Certificate within

thirty (30) days. In the event that the Warranty is not registered, the Company shall be relieved of all of its obligations.

Warranty Transfer: This Product Warranty is fully transferable to a Transferee or between Transferees, provided that the Owner or Transferee registered their Warranty and complied with the terms and conditions of this Warranty. The warranty period, regardless of the number of transfers, is as follows: (a) Properties: twenty five (25) years; (b) Structures and Special Location: The balance of the remaining Warranty period. The Transferee must, within 45 days of the date of the transfer, send to the Company (a) written notice of the transfer; (c) a copy of the Owner's Warranty Certificate; and (d) a \$100 transfer fee, payable to the Company. The cancelled cheque will be the Transferee's proof of transfer. In the event that the Company is not notified of the transfer, the Company shall be relieved of all obligations to the Transferee in this Warranty.

Warranty Claims: If an Owner or Transferee has a claim under this Warranty, it must deliver to the Company, within 30 days (a) written notice of its claim with a description of the Nonconforming Product and photos; (b) a copy of its Warranty Certificate; (c) the name and address of the factory trained Installer who installed the Product; and (d) such further information and documentation as the Company may require to process the claim and make a determination.

Warranty Exclusions: This Warranty does not cover (a) Product color variation claims; (b) Any damage to or defect in the Product, directly or indirectly, wholly or partly attributable, to the misuse, abuse or neglect of the Product, including any damage to the Product resulting from any alterations or modifications of the Product (whether by the addition of chemicals, solvents, paints, stains or otherwise); the removal of any material or substance applied to and/or accumulated on the

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Product after installation; or combining the Product or incorporating it into other structures or using the Product for any purpose other than a roof covering; (c) Any damage to the Product caused by inadequate ventilation of the roofing system or caused by the installation of the Product in a manner contrary to the Company's recommended practices or the applicable building code; (d) Any damage to the Product caused by vandalism, improper storage by the Owner or its agents; acts of God, fire or accidental damage by the Owner or its agents or any third parties; (e) Any damage to the Product from tornados, ice and water build up, acid rain, lightning, falling objects; environmental or wildlife causes; or an accumulation of organic debris in the keyways which restricts the ability of the shake to expand and contract; (f) Improper installation i.e. Insufficient gapping resulting in buckling, warping or cupping; and (g) Failure to use a synthetic underlayment approved by Enviroshake.

Conditions and Limitations: (a) The Product must be installed by a Factory Trained Installer. Enviroshake is not responsible for ensuring the contractor and/or sub-contractor are factory trained, it is up to the end user to ensure they see their contractor's factory training certificate and/or confirm with Enviroshake that the contractor is factory trained. A list of factory trained installers is available through the Company; (b) The Company shall, in its sole and absolute discretion, determine if the Product is defective and unfit for the purpose intended; (c) The Company's liability and the Owner or the Transferee's exclusive remedy is limited to this Warranty. The Company's obligation under this Warranty shall in no event exceed the original cost of the Product; (d) The Company shall not be liable for any incidental, consequential or special damages of any kind; and (e) This Warranty is specifically provided in lieu of all other express or implied warranties,

including implied warranties of merchantability or fitness for a particular purpose.

Applicable Law and Dispute Resolution: (a) This warranty shall be governed by and construed in accordance with the laws of the Province of Ontario and any applicable federal laws of Canada; and (b) All claimants hereby irrevocably attorn to the jurisdiction of the Courts of the Province of Ontario and agree that all disputes or claims of any kind, including, claims under this Warranty or in contract or tort, shall be brought in Windsor, Ontario, which Courts shall have exclusive jurisdiction to determine all disputes or claims. At the option of the Company may, which must be exercised within 30 days of written notice of a claim, refer the claim to arbitration to be heard by a single arbitrator. The arbitration shall be conducted in accordance with the Ontario Arbitration Act and the arbitration shall take place in Windsor, Ontario. The parties shall share the costs of the arbitration equally, including, the arbitrator's costs and there shall be no appeal from the arbitrator's decision.

General: (a) Written Notice shall be sent by registered mail to the Company's Address; (b) This Warranty shall not be modified or extended and no person is authorized to change this Warranty in any way or grant any other Warranty; (c) The Company reserves the right to cancel and/or modify this Warranty without notice at any time; however, all fully paid warranties shall remain in force until their expiration; and (d) If any provision of this Warranty is held to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force. The company is not liable for any product with a manufacturing date prior to February 28, 2010.

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