

Extended Warranty

WHAT DOES THE EXTENDED LIMITED WARRANTY COVER?

Building Products of Canada Corp. (“BP”) warrants to the owner(s) of the property on which a BP Weather-Tite™ (“WT”) Roofing System is installed that the shingles are free from manufacturing defects that result in water leakage during the warranty period set out herein, subject to the terms, conditions and restrictions set out below.

In order to qualify as a BP WT Roofing System, the following WT System materials must be installed by a BP Certified Roofer: eligible BP shingles, BP Hip & Ridge shingles, BP shingles for starter, BP eave protection and BP roofing underlayment. To be eligible, BP’s WT Roofing System must strictly be installed in accordance with BP’s installation instructions and applicable building code requirements.

WHO MAY BENEFIT FROM THE EXTENDED LIMITED WARRANTY?

The original owner(s) or the subsequent registered owner(s) of a building located in Canada or the United States on which a WT Roofing System has been installed by a BP Certified Roofer as required by this Warranty.

EXTENDED LIMITED WARRANTY TRANSFERABILITY

This BP Limited Warranty is transferable only once, to the subsequent owner(s) of the property, duly registered, by submitting a request in writing within sixty (60) days of the property ownership transfer.

If the transfer occurs in the first twenty (20) years after original installation of BP shingles bearing the limited lifetime warranty (being Manoir, Everest, Harmony, and Mystique shingles), or ten (10) years after original installation of BP shingles bearing the limited thirty (30) year warranty (being Yukon SB and Mirage GS shingles), the warranty period (as set out in the Limited Warranty Coverage Table below) will continue unchanged. For transfers occurring more than twenty (20) years after original installation of BP shingles bearing the limited lifetime warranty (being Manoir, Everest, Harmony, and Mystique shingles), or ten (10) years after original installation of shingles bearing the limited 30-year warranty (being Yukon SB and Mirage GS shingles), the warranty period will be the lesser of two (2) years from the date of transfer or the balance of the original warranty period set out in the Limited Warranty Coverage Table below.

WHAT IS THE EXTENDED LIMITED WARRANTY COVERAGE?

The warranty periods for BP shingles are set out in the Limited Warranty Coverage Table below. Warranties run from the date the installation of the BP shingles is completed. Prescribed BP shingles (including Meridian HR 3-D) used for Hip & Ridge and starter strip are warranted for the duration of the warranty period covering the shingles installed on the roof.

Coverage during the Total Protection Period

If a manufacturing defect results in water leakage during the Total Protection Period as set in the Limited Warranty Coverage Table below, BP will, at its option:

(a) repair or replace at its expense the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work, vents, tear-off and disposal of the products replaced; or

(b) reimburse to the owner(s) of the property the cost of the replacement or repair of the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work, 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**.

Coverage during the Up-Front Protection Period

If a manufacturing defect results in water leakage after the end of the Total Protection Period but before the end of the Up-Front Coverage Period as set in the Warranty Coverage Table below, BP will, at its option:

(a) repair or replace at its expense the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work, vents, tear-off of the products replaced but **excluding** the disposal cost; or

(b) reimburse to the owner(s) of the property the cost of the replacement or repair of the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work, vents, tear-off of the products replaced but **excluding** the disposal cost, according to BP's reasonable

estimate of the cost of that work at the time of the claim and **not exceeding the original labour and materials cost.**

Coverage After the Up-Front Protection Period

If a manufacturing defect results in water leakage after the end of the Up-Front Coverage Period but during the residual Warranty Period as set out in the Limited Warranty Coverage Table below, BP's warranty coverage will be calculated using the Maximum Material Liability per square (9.29 m² - 100 sq. ft.), reduced by the number of months elapsed since installation, as set out in the Limited Warranty Proration Table below.

RESIDENTIAL AND NON-RESIDENTIAL COVERAGE

The Residential coverage as set in the Limited Warranty Coverage Table below covers individual owners who apply a BP WT Roofing System to their home, provided he/she is the sole owner of the dwelling which serves primarily as the owner's residence. The roof must exclusively cover this residence and must be physically delimited to be eligible. Commercial and industrial buildings, condominiums, apartment 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 40-year Warranty Period is applicable as set forth in the Limited Warranty Coverage Table below. Only individual owners/couples qualify for the Residential Coverage, to the exclusion of companies, corporations, partnerships, trusts and estates.

BP SHINGLES LIMITED LIFETIME WARRANTY

For eligible owners and buildings, Manoir, Everest, Harmony and Mystique shingles will remain warranted for the lifetime of the original owner(s) or subsequent registered Warranty holder according to the terms, conditions and limitations set out in this Warranty.

At the end of fifty (50) years after installation of the BP WT Roofing System, BP's remaining coverage will be 20% as set out in the Limited Warranty Coverage Table below. Under the BP Limited Lifetime Warranty, BP's coverage will continue without further reduction, for the lifetime of the owner(s).

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

WIND DAMAGE LIMITED WARRANTY

BP warrants its Manoir, Everest, Harmony and Mystique shingles for fifteen (15) years and its Mirage GS and Yukon SB shingles for five (5) years against blow off or damage due to wind velocities, including gusts, up to the speeds specified in the Limited Warranty Coverage Table (Regular Installation) below. For this warranty against wind blow-off to take effect, the self seal 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 Damage Limited Warranty does not apply unless the shingles have been installed correctly and self-sealing adhesive strips have properly bonded. If BP shingles which meet the above conditions blow off or are damaged by winds not exceeding the velocities set out in the Limited Warranty Coverage Table (Regular Installation) below, BP will, at its option, reimburse to the owner of the property the reasonable cost of replacing the blown off or damaged shingles and/or hand sealing the remaining shingles, as required. Data available from Environment Canada and/or the National Weather Service will be used to determine wind and gust speeds.

LIMITED WARRANTY COVERAGE TABLE						
Shingle	Warranty Length (years)	Total Protection Period (years)	Up-Front Protection Period (years)	Lifetime coverage	Wind V	
					Regular Installation	
					km/h	mph
RESIDENTIAL						
Manoir Everest Harmony Mystique	Lifetime	1-4	5-50	Beyond Year 51 20%	180	110
Yukon SB Mirage GS	30	1-2	3-20	na	115	70
NON-RESIDENTIAL / OTHER TYPE OF BUILDING / OWNER						
Manoir Everest Harmony Mystique	40	1-2	3-20	na	180	110
Yukon SB Mirage GS	30	1	2-10	na	115	70

HIGH WIND LIMITED WARRANTY

High wind warranty coverage for wind velocities, including gusts, up to the speeds specified in the Special High Wind Installation section of the Warranty Coverage Table below is only available when shingles are fastened with six (6) nails and shingles at the roof edges are secured with a thin 10 cm (4 inches) wide layer of plastic cement. If the shingles are not installed according to the Special High Wind Installation instructions, the terms and conditions of the Wind Damage Limited Warranty applies up to the speeds specified in the Warranty Coverage Table under Regular Installation.

ALGAE LIMITED WARRANTY

BP warrants that its shingles will not be affected by “bluegreen” algae (cyanobacteria or gloecapsa magma). This Algae Limited Warranty is valid for the first ten (10) years following installation of Manoir, Everest, Harmony and Mystique shingles and the first five (5) years following installation of Mirage GS and Yukon SB shingles. Should the presence of such algae be detected on the shingles within the foregoing designated periods, BP’s sole obligation will be to pay to the owner(s) the cost to

clean or repair the affected shingles, subject to a maximum amount calculated as: \$15.00 per square of shingles (9.29 m² - 100 sq. ft.) reduced by a fraction, the numerator of which is the number of months elapsed since the original installation and the denominator of which is the total period covered (one hundred twenty (120) months for Manoir, Everest, Harmony and Mystique shingles and sixty (60) months for Mirage GS and Yukon SB).

COVERAGE LIMITATIONS AND PAYMENT

The warranty coverage for BP shingles which are installed for repair or replacement under this Warranty shall be limited, in all cases, to the remainder of the warranty period and balance of coverage applicable to the shingles that were repaired or replaced.

Since changes to design, colours and composition of products may be made from time to time, it is possible that shingles matching those originally installed may not be available at the time of repair or replacement. 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 authorized under this Warranty.

BP's payment is conditional upon completion of any repair or replacement within one (1) year of acceptance of a Warranty claim.

LIMITATION OF IMPLIED WARRANTIES AND CONDITIONS

THE DURATION OF ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS ARE EXPRESSLY LIMITED TO THE DURATION OF THE LIMITED 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 OR CONDITION LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

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

To benefit from the Warranties set out herein, the following standards must be met:

(a) The BP WT Roofing System must strictly be installed by a BP Certified Roofer in accordance with BP's installation instructions

and,

(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 thorough 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 OR NATURE RESULTING FROM THE BREACH OF THIS LIMITED WARRANTY OR FROM ANY FAILURE TO PERFORM UNDER THE TERMS OF THIS LIMITED 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 US 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?

The following are not covered under this Warranty and BP 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 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, improper drainage, erosion, ordinary wear and tear, failure to perform required roof maintenance, as well as faulty flashing or metal work;
- (d) Any damage to the shingles caused by transport, misuse or improper handling or storage of the shingles after they leave BP's possession;
- (e) Any damage to the shingles caused by traffic on the roof or by the 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 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;

(h) Appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;

(i) Any variation in appearance due to normal ageing of shingles;

(j) Any discoloration due to algae or moss growth not Specifically covered in this Warranty;

(k) Any variation in colour or shading;

(l) Any water infiltration due to improper installation of shingles, flashings or any other material;

(m) Any water infiltration (and/or condensation) due to improper attic ventilation;

(n) Any back surfacing transfer or asphalt staining;

(o) Any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals or modifications of any kinds;

(p) Roofing and/or decking nails or staples backing out and either perforating or pushing up the shingles; and

(q) 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 Yukon SB or Mirage GS shingles can be used. On low slopes between 3:12 and 4:12, Yukon SB, Mirage GS, Manoir, Everest, Harmony or Mystique can be used.

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 this 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 must be sent by e-mail to qualityassurance@bpcan.com or you can call 1 800 515-3626.

The claim must include a copy of the invoice and contract establishing the date of installation of the shingles as well as a copy of the extended warranty form provided by roofer. BP will not accept any claim for repair work or replacement of defective shingles unless BP is given the opportunity to evaluate and inspect the shingles prior to any repair or replacement and consents in writing to the work.

WHAT ELSE SHOULD THE OWNER KNOW?

1. THE WARRANTIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY BP. BP EXPRESSLY DISCLAIMS ALL OTHER 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.

2. 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 LIMITED WARRANTY DOES NOT MODIFY OR LIMIT THOSE RIGHTS BUT SHALL RUN CONCURRENTLY WITH THEM.

3. FOR CANADA ONLY : ANY PROVISION OF THIS LIMITED WARRANTY WHICH IS INCOMPATIBLE WITH LEGISLATION WILL BE DEEMED UNWRITTEN BUT WILL NOT INVALIDATE THE REMAINING PROVISIONS OF THIS LIMITED 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(S) OF THE PROPERTY.

THIS LIMITED WARRANTY APPLIES ONLY TO BP SHINGLES PURCHASED AND INSTALLED IN CANADA AND THE UNITED STATES.

LIMITED WARRANTY PRORATION TABLE				
Shingle Model	Limited Warranty Period		Reduction Factor	
	Total Warranty length Years	Total Warranty length Months	Reduction for the first 180 months	Reduction remaining
Manoir	40	480	X / 225	R /
Everest	40	480	X / 225	R /
Harmony	40	480	X / 225	R /
Mystique	40	480	X / 225	R /
Mirage GS	30	360	X / 225	R /
Yukon SB	30	360	X / 225	R /

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