

The Guardian Warranty

LIFETIME LIMITED

50 Year Transferable, Non-Prorated, Product Warranty

Certificate No. **DRAFT**

WARRANTY COVERAGE: Subject to the exclusions, conditions and limitations set forth in this Warranty, Interlock Roofing Ltd. ("IRL") warrants Interlock® shingles, tiles, shakes, slate, standing seam, panels and trims ("Product") to be free from manufacturing defects that materially affect the Product's performance ("Nonconforming Product") for the life of the Original Owner. The Original Owner is that person whose name appears on this Warranty Certificate.

IRL warrants the Product to be 100% free from defects in material that might result in the following: rusting, rotting, splitting, cracking (including splitting, cracking and perforation from hail stones measuring 1 and a 1/2 inches in diameter or less), curling, losing impact resistance with age, burning and supporting combustion. IRL further warrants that for a period of thirty (30) years from the Substantial Completion Date, the Product will not under normal atmospheric conditions (which term excludes corrosive, aggressive or industrial atmospheres such as those contaminated with chemical fumes): chalk in excess of a numerical rating of eight (8) when measured in accordance with the standard procedures specified: ASTM D4214-07 or fade or change in colour in excess of five (5) E units (NBS) calculated in accordance with ASTM D2244-09B, paragraph 6.3. Color change shall be measured on an exposed painted surface that has been cleaned of surface soils and chalk, and the corresponding values measured on the original or unexposed painted surface. It is understood that fading or colour changes may not be uniform if the surfaces are not equally exposed to the sun and elements. The Products will resist wind uplift velocities up to one hundred and ninety-three (193) kilometers per hour or one hundred and twenty (120) miles per hour when installed in accordance with IRL's recommended installation procedures.

This Warranty remains in effect provided the Original Owner is a registered owner of the Property and resides at the Property. In the event that there is more than one Original Owner, this Warranty will remain in effect provided one (1) Original Owner named in this Warranty is a registered owner of and resides at the Property.

If at the time the Product is applied to the Property, the Property is owned by an organization (including but not limited to corporations, unincorporated associations, churches, government or public entities) the Warranty period extends fifty (50) years from the Substantial Completion Date. A Warranty extended to an organization can not be transferred.

TO TRANSFER A WARRANTY: This Warranty is transferable one-time only from the Original Owner named in this Warranty, to the first subsequent registered owner of the Property (the "Transferee"). The Transferee must reside at the Property. If this Warranty is held by an organization, it is not transferable. The Warranty period for the Transferee shall extend fifty (50) years from the Substantial Completion Date. This Warranty may not otherwise be transferred or assigned. The

Transferee must send written notice of the transfer to IRL within forty-five (45) days following the transfer of ownership together with a \$300.00 transfer fee (made payable to Interlock Roofing Ltd. and forwarded to the company at #200-1032-17th Avenue, S.W. Calgary, Alberta, T2T 0A5). The cancelled check will be the Transferee's proof of transfer. Original Warranty certificates forwarded to IRL will not be returned. Such notice must be sent to IRL at the address set forth in this Warranty. In the event IRL is not so notified, IRL shall be relieved of all its obligations in this Warranty to the Transferee.

ORIGINAL OWNER'S LIFETIME LIMITED PRODUCT WARRANTY: If there is Nonconforming Product during the lifetime of the Original Owner, and providing the Original Owner resides at the Property, IRL will replace, repair or refinish the nonconforming Product subject to the exclusions, conditions and limitations set forth in this Warranty. The Owner must give IRL the first opportunity to inspect the Product and provide all reasonable access to complete any inspections and cure any nonconforming Product. If the nonconforming Product cannot be replaced with an IRL product, IRL may, at its sole discretion, replace the original product with a reasonably similar product. Any other costs and expenses incurred by the Owner will be the Original Owner's responsibility. Any other costs and expenses beyond IRL's responsibility set forth in this Warranty shall be the Owner's responsibility.

TRANSFEREE'S LIMITED PRODUCT WARRANTY: The Transferee's Warranty extends fifty (50) years from the Substantial Completion Date, provided that the Transferee transfers the Warranty as per the requirements stated in this Warranty. If during this Warranty period, there is Nonconforming Product, IRL will replace, repair or refinish the Nonconforming Product, at IRL's sole discretion, subject to the exclusions, conditions and limitations set forth in this Warranty. The Transferee is responsible for all labor costs. The Transferee must give IRL the first opportunity to inspect the Product and provide all reasonable access to complete any inspections and cure any nonconforming Product. Any other costs and expenses incurred by the Transferee will be the responsibility of the Transferee. Any other costs and expenses beyond IRL's responsibility set forth in this Warranty shall be the Transferee's responsibility.

TO REGISTER A CLAIM: Claims under this Warranty must be submitted in writing by registered mail to: Interlock Roofing Ltd. Attention: Guardian Warranty Claims, #200 - 1032 - 17th Avenue S.W., Calgary, Alberta, Canada T2T 0A5. The written statement should include the current owner's name, address, telephone number, the Warranty Certificate No. and a description of the Nonconforming Product. Written notice of a Warranty claim must be provided to IRL within thirty (30) days of the alleged Product failure. You may be required to submit, at your expense, photographs or other evidence of the alleged

failure and in the case of fading or chalking, you may be required to pay the costs of any colour testing if the colour loss proves to be within the measure units specified in this Warranty. This notice must be sent to IRL at the address set forth in this Warranty. In the event IRL is not notified within thirty (30) days following the alleged Product failure, IRL shall be relieved of all obligations hereunder.

IRL must be given reasonable opportunity and access to investigate all claims; travel and access charges may apply. The Owner or Transferee will be responsible for a minimum \$300.00 inspection fee (made payable to Interlock Roofing Ltd.) for any visit or inspection by IRL that is not a valid product Warranty claim. Unwarranted inspections are costly and time consuming for both the homeowner and IRL. To ensure your claim is Warranty-based and not a home maintenance issue, IRL recommends that the homeowner routinely cleans the gutters and remove all branches and debris that are in contact with the roofing system. Home maintenance is always the responsibility of the homeowner. If IRL determines that a product Warranty claim exists, IRL will provide the coverage set forth in this Warranty.

WARRANTY EXCLUSIONS: This Warranty does not and will not take effect until the purchase and installation contract has been paid in full, without offset or withholding. This Warranty will become null and void should any outstanding invoices, payable to the manufacturer or the installation contractor, remain unpaid for thirty (30) days or where IRL, or its agents, is denied access to the Property to perform inspections and/or services. A separate labor Warranty may be provided by the installation contractor.

This Warranty is strictly limited to the Product as outlined herein and does not include other products on or applied to the roof at any time. This Warranty does not extend to the installation of the Product, unless and except, where the Product is determined to be defective as defined under the terms of this Warranty. IRL will have sole discretion to determine whether the Product is deemed defective. This Warranty does not cover damages of any kind resulting from nonconforming Product or Product defects, including but not limited to: improper installation; skylights; inadequate or improper venting or insulation, including vapor barriers; improper application of snow guards (quantity and placement); accidental or intentional damage; ice damming; snow and ice shedding; fire; flood; lightning; wind speeds in excess of those allowable in accordance with IRL's recommended installation procedures; impact of foreign objects; hail damage (except in the case of splitting, cracking and perforation from hail stones measuring 1-and -1/2 inches in diameter or less which is covered by this Warranty); earthquake or other "Acts of God"; terrorism and/or other "Acts of War"; settlement of the building; failure of the building; failure of the structure (including, but not limited to, foundations and walls, chimneys, rafters or trusses and sheathing); pre-existing conditions, including but not limited to mold or other toxins; neglect and improper act, including, but not limited to: repairs, alterations or additions without the manufacturer's approval; the use of high pressure washing systems; the installation of antennas, solar or hot water roofing systems or other items on the roof excluding those products and authorized applicators approved in advance by the IRL; minor color differences; exposure to harmful chemicals, gases or toxins; dirt or mildew accumulation; normal weathering of the roofing surface; change in building use; use of accessories that do not properly receive or secure Interlock® roofing system components; failures, leaks or consequential damages caused by

application of the Product into building components; work done by any individual or entity other than an Interlock authorized service provider or other causes beyond the control of IRL and are excluded from this Warranty.

REMEDIES AND LIMITATIONS: IRL's liability and the Original Owner's exclusive remedy is limited to the repair, replacement, refinishing or refund of the original Product cost. IRL's liability and the Transferee's exclusive remedy is limited to Product repair, replacement, refinishing or refund on the basis stated in this Warranty. IRL's obligation under this Warranty ends once the original roof is replaced or the original Product cost is refunded. IRL's obligation under this Warranty shall in no event exceed the original cost paid by the Contractor for the Product ("Original Product Cost").

IRL reserves the right to discontinue or make changes to its Products. In the event the Products covered by this Warranty are not available, IRL shall have the right to substitute Product that, in IRL's sole discretion, is of equal quality or price.

IRL shall not be liable for any incidental, special, or consequential damages of any kind, including any damage to the Property, its contents or any persons therein resulting from, but not limited to; ice, ice damming, snow or ice shedding. Some states/provinces/territories do not allow limitations on how long an implied Warranty lasts or the exclusion or limitation of incidental or consequential damages so the above limitations may not apply to you.

This Warranty shall not be modified or extended and no one is authorized to change this Warranty in any way or grant any other Warranty. This is the only written Warranty provided by IRL. IRL 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.

This Warranty gives you specific legal rights and you have other rights, which may vary from state/province/territory to state/province/territory.

This Warranty is expressly in lieu of any guarantee and/or warranties, oral or written, express or implied except as set forth herein, including any implied warranty of merchantability or fitness for a particular purpose.

*Alunar and Interlock are registered trademarks of I.E.L. Manufacturing Ltd.

Name(s): _____

Property Address: _____

Substantial Completion Date: _____

[If there is any conflict between the English and a translated version of *The Guardian Warranty*, the English version shall prevail.]