

# TEAL CEDAR

## PRODUCTS AND PERSONS COVERED

This limited warranty covers Teal Cedar Group shakes and/or shingles (the "warranted product") manufactured by TEAL CEDAR GROUP (the "Company"). The warranty is extended to the original home owner (the "original owner") who purchases the warranted product. The warranty may be transferred by the original owner to another person or entity (the "transferee") provided that such transfer is made within eight (8) years following the date of the original installation of the warranted product and such transfer privilege is limited to one transfer only. Written notice and payment of a warranty transfer fee of \$50.00 (US) to the Company is required before any warranty transfer shall become effective. The Company reserves the right to modify or rescind this transfer provision (including the amount of any fee) at any time.

## TERMS OF LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, the Company warrants to the original owner to transferee that the warranted product has been manufactured, inspected and graded in accordance with CSA Standard 01181.1 1-97 for Canada and UBC Standard 15.3 or 15.4 for the United States of America and will remain free from leaks caused by original product defects as described in the applicable Standard for the period (the "warranty period") specified below which warranty period is calculated from the date of the original installation of the warranted product:

SHAKES		SHINGLES	
TYPE	SIZE	PREMIUM	#1
Hansplit/Resawn	18"x12"	35 Years	25 Years
Hansplit/Resawn	18"x3/4"	40 Years	30 Years
Hansplit/Resawn	24"x12"	40 Years	25 Years
Hansplit/Resawn	24"x3/4"	50 Years	40 Years
Tapersawn	18"x5/8"	30 Years	20 Years
Tapersawn	18"x3/4"	40 Years	30 Years
Tapersawn	18"x7/8"	50 Years	40 Years
Tapersawn	24"x5/8"	30 Years	20 Years
Tapersawn	24"x3/4"	40 Years	30 Years
Tapersawn	24"x7/8"	50 Years	40 Years

## SHINGLES

TYPE	SIZE	PREMIUM	#1
Sawn	16" Five X	30 Years	30 Years
Sawn	18" Perfection	30 Years	30 Years
Sawn	24" Royal	30 Years	30 Years

Specialty Products \_\_\_\_\_ Years

## REMEDIES

If the warranted product leaks within the applicable warranty period due to an original product defect as described in the Standards, the Company shall, upon receiving a bona fide warranty claim, at its sole discretion, furnish replacement shakes/shingles, or refund a pro rata portion of the amount (the "original purchase price") that the original owner paid for the purchase of the warranted product in accordance with the following:

- Within the first year of the warranty period, the Company, at its sole option, will either furnish replacement shakes/shingles, or refund the entire purchase price.
- Following the first year of the warranty period, the Company will apply a pro rata portion of the original purchase price, based upon the percentage of the warranty period remaining (determined by dividing the number of months remaining in the warranty period by the total number of months in the warranty period) towards the purchase of replacement Shakes/Shingles.

The original owner or transferee shall be responsible for the balance of the replacement costs, as well as all expenditures for labour or materials, such as tear-off (product removal) costs and the costs of installing, repairing or replacing, venting, metal work, flashings, underlayments, fasteners or other related materials.

## LIMITATIONS AND EXCLUSIONS

The warranty shall not apply to cedar shakes and shingles installed in the states of Alabama, Delaware, Florida, Georgia, Hawaii, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Texas (in the counties of Angelina, Austin, Brazos, Chambers, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Orange, Liberty, Montgomery, Newton, Polk, Sabine, San Augustine, San Jacinto, Trinity, Tyler, Walker and Washington), Virginia and West Virginia and other areas of high humidity unless applied in accordance with the suggested methods of application in high humidity areas set out in the applicable Manual published from time to time by the Cedar Shake & Shingle Bureau. Unless the material is CCA treated and applied in accordance with the suggested methods of application in high humidity areas set out in the applicable manual published from time to time by the Cedar Shake and Shingle Bureau.

## THE WARRANTY DOES NOT COVER:

- Improper installation. The warranted product's failure due to improper installation or application not in accordance with the Company's specifications and those described in the Uniform Building Code;

# Limited Warranty

- Additional Costs. Tear-off (product removal) costs and the cost of installing, repairing or replacing ventings, metal work, flashings, underlayments, fasteners or other related materials;
- Improper Use. The use of the warranted product for any purpose other than roofing;
- Extended Risks. The warranted products failure due to hurricane, tornado, hail, lightning, flood, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war or acts of God;
- Failure Caused by Other Circumstances. The warranted products failure due to settling of the home/building foundation, warping, distortion, failure of the roof deck or walls, or damages caused by ventings, metal work, flashings, underlayment, fasteners or other related materials used in the application of the roof;
- Neglect. The warranted product's failure due to neglect, abuse, misuse or improper upkeep, maintenance or repairs;
- Improper Handling. The warranted product's failure due to improper handling, shipment or storage;
- Buildup. The warranted product's failure due to build up of moss, leaves, needles, branches or other debris;
- Insects or Animals. The warranted product's failure due to insects or animals;
- Improper Ventilation or Drainage. The warranted product's failure due to improper ventilation or roof drainage that is not in accordance with applicable standards;
- Modifications. The warranted product's failure due to repairs or alterations to the roof or walls after the original installation;
- Paints or Coatings. The warranted product's failure due to paint coatings or other solutions;
- Other Products. The warranted product's failure due to skylights, solar heating apparatus or other similar installations;
- Consequential Damage. Any damage of any kind whatsoever to the interior or exterior of the home/building or its contents;
- Factors Beyond the Company's Control. The warranted product's failure due to factors that are beyond the control of the Company. The serviceable life of the warranted product is affected by factors such as climate, quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of underlayments. The Company assumes no responsibility for the warranted product's failure or damage caused by these factors.

## DISCLAIMER AND LIMITATION OF LIABILITY

THE WARRANTY IS IN LIEU OF ANY OTHER WARRANTY, ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND EXCEPT AS EXPRESSLY PROVIDED HEREIN, THE COMPANY DISCLAIMS ALL WARRANTIES OR REPRESENTATIONS REGARDING ANY SPECIFIC QUALITIES OR CHARACTERISTICS OF THE WARRANTED PRODUCT INCLUDING, BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PERSONAL OR PROPERTY DAMAGES INCLUDING DAMAGES TO THE HOME/BUILDING, OR ITS CONTENTS, OCCUPANTS OR INSTALLERS, RESULTING FROM THE WARRANTED PRODUCT OR ITS INSTALLATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THE WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE. YOU ARE SOLELY RESPONSIBLE TO DETERMINE THE DETAILS, REQUIREMENTS AND APPLICABILITY OF STATE LEGISLATION AND STATUTES.

## WARRANTY AND REGISTRATION

The warranty is effective only upon proper warranty registration with the Company and the delivery of a warranty acknowledgement by the Company to the original owner. To register the warranty, the original owner must submit a completed warranty registration and acknowledgement form in the prescribed form together with five (5) labels from the warranted product and a copy of roof installation contract to the Company WITHIN THIRTY (30) DAYS after installation of the warranted product. Upon receipt of the completed warranty registration and acknowledgement form together with such other materials within the prescribed time, the Company will endorse its warranty acknowledgement on the form and return it to the original owner.

## CLAIM PROCEDURE

To make a claim under the warranty, the original owner or the transferee must, WITHIN THIRTY (30) DAYS after discovery of the alleged defect to which the claim relates, send a written description of the claim along with a copy of the warranty registration and acknowledgement form to:

**TEAL CEDAR GROUP**  
17897 Triggs Road, Surrey, British Columbia, Canada V4N 4N8

The Company reserves the right to have a representative inspect the warranted product that is claimed to be defective under the terms of the warranty. Any alteration, removal or repair material claimed to be defective prior to settlement of the claim shall bar any rights to seek relief under warranty. The Company shall be entitled to charge a service fee if the alleged defect is not covered by the warranty.

## GOVERNING LAW

The warranty will be interpreted and the rights and remedies of the original owner or the transferee will be determined by the courts, and in accordance with the laws, of the Province of British Columbia to which the parties agree to submit.

## ENTIRE WARRANTY

This document contains the entire warranty, liability and obligation of the Company with respect to the warranted product and may not be altered or modified other than in writing signed by the Company and specifically may not be altered or modified by any wholesaler, dealer, roofer, contractor or representative.