



## **True Nature Limited Warranty**

Subject to the conditions, exclusions and limitations set forth in this document (this “Warranty”), when Vicwest’s True Nature Tile (the “Product” or “Products”) are used within Canada or the U.S.A. (excluding Alaska and Hawaii) under Normal Conditions (as described below), Vicwest Inc. (“Vicwest”) warrants to the original homeowner of the residence on which the Products are installed (the “Property”) from the date of installation, the following:

- Lifetime: the steel substrate of the Products will not lose impact resistance, burn, support combustion, or perforate as a result of corrosion.\*<sup>1</sup>
- Forty (40) years the Product will not chip, crack, peel or otherwise lose adhesion;
- Thirty (30) years, the degree of surface chalk and colour fade of the Product shall be in accordance with the Performance Criteria set out below in respect to WeatherXL™ and Expressence™\*<sup>2</sup>.

### **COMMERCIAL USE\*<sup>1</sup>:**

Where: (1) the Original Property Owner is not an individual human being, including without limitation, where the Original Property Owner is a corporation, partnership, limited partnership, trust, unincorporated association, cooperative, religious organization, government or government agency; or (2) the use of the Property is not a single family residential house or a semi-detached residential house, including without limitation a building used wholly or partly for commercial or industrial use, an apartment building, condominium, or building used for cooperative housing; the warranty set out above in respect to the steel substrate of the Product is reduced from Lifetime to 40 (forty) years from the date of purchase.

In the case of corporations engaged in homebuilding for residential use, the full warranty is transferable from homebuilder to primary purchaser of the home provided that primary purchaser is an individual. In these cases, the primary purchaser becomes the initial holder of the warranty.

### **WEATHERXL™ PERFORMANCE**

- **Chalking:** Chalking shall not exceed Number 6 (#6) during the first thirty (30) years of exposure as determined by Reference ASTM-D4214.
- **Colour Change:** Will not change colour more than Seven (7.0) Hunter ΔE units as determined by ASTM D-2244-93. Colour 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.

### **EXPRESSENCE™ PERFORMANCE**

- The degree of chalking, colour change and colour match shall be in accordance with the Performance Criteria (as described below):
  - **Chalking:** Chalking shall not exceed Number 8 (#8) during the first thirty (30) years of exposure as determined by Reference ASTM-D4214.
  - **Colour Change\*2:** It is not possible to instrumentally measure the colour on a printed surface due to the natural variations in the pattern. The print appearance will remain intact and distinguishable during the first twenty (20) years of exposure. Colour change shall be uniform. Panels or portions of a panel receiving significantly unequal sun exposure due to installation conditions shall be exempt from this requirement in those areas of unequal exposure.

#### **WARRANTY TRANSFERS:**

This Warranty is transferrable one-time only from the Original Property Owner to the first subsequent registered owner of the Property (the “**Transferee**”). The Transferee must reside at the Property immediately following the time of transfer and must continue to reside at the Property for the duration of the Warranty. On such a transfer, the Transferee will assume all the rights and obligations of the Original Property Owner under this Warranty, except for any further right of transfer, and provided further that the duration of the Warranty shall be prorated as follows: for the first through twentieth year after installation, Vicwest will cover the material costs of replacement products. After the twentieth year Vicwest’s contribution shall be limited to 50% of the cost of replacement, such contribution decreases by 5% for each year from twentieth year through the thirtieth year. After the thirtieth through the fiftieth year Vicwest’s liability will be limited to 5%. The Transferee must send written notice of the transfer of ownership **within forty-five (45) days** following such transfer together with **a copy** of the original purchase receipt of the Products to Vicwest at the address of its head office 5050 South Service Road, Burlington, Ontario, L7L 5Y7 (marked to the attention of “Warranty Transfers c/o Marketing Department”). Original documentation sent to Vicwest will not be returned. This Warranty may not otherwise be transferred or assigned.

#### **CLAIMS:**

Claims under this Warranty must be submitted in writing by registered mail to Vicwest at its head office (addressed to the attention of “Warranty Claims c/o Marketing Department”) within 30 days after the discovery of the defect giving rise to the claim. The written claim must include the owner’s name, address, telephone number, Warranty Certificate Number (if provided by Vicwest) and a description of the Product and the defect along with the original purchase receipt, invoice or other original document evidencing both the purchase and delivery of the Products and that sets out the name of the dealer from which the Products were purchased. It is the Original Property Owner’s responsibility to obtain and conserve the aforementioned documents at the time of purchase, installation or transfer. Installers’ or distributors’ corporate documents without reference to the selling dealer are not acceptable.

Upon receipt of a claim, Vicwest must be granted a reasonable opportunity and access to the Property to inspect the Products prior to any further action being taken. The Original Property Owner may be required to furnish, at his or her expense, photographs or other evidence of the alleged failure. As unwarranted inspections are costly and time-consuming for both the homeowner and Vicwest, the Original Property Owner may also be responsible for a \$300 inspection fee for any visit or inspection

that is not a valid Warranty claim. To ensure that a claim is Warranty-based and not a home maintenance issue, Vicwest recommends that the homeowner routinely cleans gutters and removes all branches and debris that are in contact with the roofing system. If Vicwest, in its sole discretion, determines that a Warranty claim exists, Vicwest will provide the coverage set out in this Warranty.

#### **COVERAGE LIMITATIONS:**

Vicwest's liability and the Original Property Owner's exclusive remedy is limited to the repair, replacement, or refinishing of the defect Product or the refund of the original Product purchase cost, at Vicwest's discretion. This remedy is strictly limited to the defective Product and does not include other products on or applied to the roof of the Property. Vicwest's paint suppliers will pay for labour and materials reasonably necessary to repaint, repair or replace, at our option, the metal tiles showing the Warranty Conditions. The Warranty benefits shall not exceed the original purchase price of the affected metal tiles not including any accessories or attachments. Vicwest's liability ends once the original defective Product is replaced, repaired, refinished or the original Product cost is refunded. Vicwest's obligation under this Warranty shall in no event exceed the original purchase price paid for the defective Product. Vicwest is not liable for breach of any other written or oral warranties, or expansion of this Warranty, given by dealers, contractors, applicators or distributors of the Product. In no event will Vicwest be liable for any consequential, indirect, special or incidental damages, including but not limited to loss of use of premises, relocation of occupants, loss of Product use, Product removal or reinstallation, loss of revenue or profit, loss of goodwill, impairment of value of Property or goods, emotional distress, or claims of third parties, whether based in contract, tort, or otherwise. Vicwest reserves the right to discontinue or make changes to its Products. In the event that the Products covered by this Warranty are no longer available, Vicwest reserves the right to substitute Product that, in Vicwest's sole discretion, is of equal quality or price.

THIS DOCUMENT CONTAINS THE ENTIRE WARRANTY AND SOLE REMEDIES PROVIDED BY VICWEST AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, CONDITIONS AND REPRESENTATIONS, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE, ALL OF WHICH ARE DISCLAIMED.

#### **NORMAL CONDITIONS:**

This Warranty applies only to Products exposed to normal atmospheric conditions and excludes corrosive or aggressive atmospheres such as contamination due to chemical fumes or salt spray, installation closer than 1500 feet from a salt water body, standing water, contact by or exposure to animals or animal waste, or poorly ventilated applications.

#### **OTHER TERMS, CONDITIONS AND LIMITATIONS:**

Defects, damage or failure due to exposed/cut edge corrosion is specifically excluded. This Warranty does not apply where Product defect, damage or failure is the result of: improper installation; skylights; improper application of snow guards; ice damming or snow, ice or other debris removal or shedding; acts of God, terrorism or Acts of War; wind-borne or falling objects; fire, explosions, vandalism, floods; any negligent or accidental acts of the Original Property Owner, household occupants, installers or repairmen; improper packaging, storage, shipping, transit, processing, or installation which prohibits proper drainage of standing water or results in condensation; hail damage or damage as a result of unusual weather

conditions, including any weather conditions that would be considered to be unusual at the date of purchase; pre-existing conditions; settling or failure of the structure of the Property including but not limited to its rafters, trusses, walls, sheathing or chimneys; exposure to mold or other harmful gases, chemicals or toxins; neglect and improper acts including but not limited to repairs, alterations or additions; contact with or exposure to other types of metals or damp or pressure treated lumber; the use of high pressure washing systems or other aggressive cleaning methods; the installation and/or use of antennas, satellite dishes, air conditioning units, awnings, solar or hot water roofing systems or other items on the roof of the Property not specifically approved for use by Vicwest; minor colour differences; dirt or mildew accumulation; change in the use of the Property or alterations to the Property after installation; use of trims, flashings or accessories by other manufacturers; improperly designed or installed gutter or downspout systems; corrosion on the reverse side of the Product caused by insufficient insulation or ventilation (including vapour barriers); or other such conditions whatsoever beyond the control of Vicwest. Defects or damage to the painted finish of the Product after delivery resulting from handling, improper storage or installation, alteration or modification of the Product in a manner not originally intended, prolonged moisture contact or contact with corrosives and/or similar materials are not covered by this Warranty. Damage to the Product caused directly or indirectly by contact with fasteners or caused by steel shavings or minute particles from sawing sparks that come into contact with the Product's finish is not covered by this Warranty.

It is the responsibility of the Original Property Owner to inspect Products immediately following delivery and prior to installation so as to mitigate expenses involved in replacing, repairing or refinishing defective Products. NOTE THAT THIS WARRANTY DOES NOT COVER COLOUR VARIATIONS IN INDIVIDUAL PRODUCT SHINGLES AFTER THE PRODUCTS ARE INSTALLED IF THE VARIATION COULD HAVE BEEN REASONABLY DETECTED PRIOR TO INSTALLATION.

This Warranty applies only to Products when they are installed on a roof with a pitch greater than 3/12 (14° of the horizontal).