



LIMITED LIFETIME WARRANTY

- 1.0 **Limited Lifetime Warranty** – Refers to the length of time the original purchaser, or second owner if the warranty is properly transferred within the “ten (10) year transfer period”, has coverage for when installed on a single family detached residence owned by an individual or individuals.
- 1.1 G.E.M. Inc. (“GEM”) warrants to the original purchaser (“Customer”), its *Euroshield®* roofing panels (“Product”) installed at the property owned by the Customer with the address indicated hereinafter (“the Property”), will be free from manufacturing defects which results in leaks to the interior of the Property under the terms of this Limited Lifetime Warranty. Coverage for the Product is provided on a non-prorated basis for a period of 50 years from original installation date to the original and second owner, (provided proper transfer occurs within the ten (10) year transfer period from date of original purchase to sale to the second owner), when installed on a single family detached residence owned by an individual or individuals. After the initial 50 year non-prorated period, coverage continues indefinitely with product liability limited to 25% of the original purchase price of the material. Should proper transfer to the second owner occur after the “ten year transfer period”, the second owner shall have the balance remaining of a 50 year non-prorated warranty, reduced by the length of time elapsed from the date the warranty was first registered to the original purchaser. Corporate owned buildings, multi-family residences such as condominiums, apartments and homeowner associations, government owned buildings, schools, churches, mosques or other religious structures and multiple-use commercial buildings are covered by a non-prorated 50 year warranty covering manufacturing defects sufficient to cause leakage to the interior of a building as noted above.
- 1.2 The warranty conferred under Section 1.1 does not cover any damage to or defect in the Product directly or indirectly, or wholly or partly attributable to:
- a) the misuse, abuse or neglect of the Product, including any damage to the Product resulting from the exposure of the Product to paint, coatings, solvents or cleaners;
 - b) uniform color change to the Product arising due to normal weathering. Normal weathering is defined as equal exposure to ultraviolet (sun) light, and the extremes of weather and atmosphere which will cause a colored or painted surface to fade, lighten, chalk, or acquire a surface accumulation of dirt or stains. Non-uniform color change resulting from the aforementioned conditions is covered under this warranty only in situations where the Product has received equal exposures of sunlight and tempered weather conditions. The severity of these conditions depends on air quality, the geographic location of the Property, and other local conditions over which GEM has no control.
 - c) the failure of any surface or structure to which the Product is applied;
 - d) accidental damage, or damage caused by lightning, fire, wind exceeding Level 11 on the Beaufort Scale (as verified by government weather data for the area), hail exceeding 1 inch in diameter (as verified by government weather data for the area), or acts of God, or as a result of vandalism or other deliberate act;

- e) the failure by the customer to provide reasonable and necessary maintenance to prevent any accumulation of surface debris.
- f) the failure of any EuroLite panel to seal when not nailed in the prescribed manner outlined in the EuroLite Installation Guide, or not exposed to direct sunlight and warm temperatures. The adhesive used to seal EuroLite panels requires the panel be exposed to direct sunlight and warm temperatures for a few days to allow the adhesive to warm to an adequate temperature to bond to the panel below. Failure to seal when not installed under appropriate weather conditions, and any resulting damage caused by the elements (blow-off, leakage) and not a manufacturing defect, is an environmental factor not covered under this warranty.

1.3 GEM shall not be liable to Customer:

- a) for any loss or damage beyond the purchase price of any defective Product on any basis in contract, tort or otherwise, except as otherwise provided in Section 1.8; or
- b) for any direct or indirect, special, incidental or consequential loss or damage attributable to faulty or negligent installation of the Product, or failure to adhere to the procedures contained within the Euroshield® Installation Guide.

1.4 Subject to Sections 1.6, 1.7, 1.8 and 4.0, repair or replacement of any defective Product or a refund in respect of the purchase price of any defective Product, shall be the sole remedy of the Customer, and GEM shall not be liable for any other direct or indirect, special, incidental or consequential loss or damage suffered by Customer such as water damage to the interior or exterior of a building or residence or to any property contained therein, loss of profits or damages for mental distress.

1.5 Subject to Section 1.6, this warranty is in lieu of all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and no person is authorized to give any further representation or warranty or assume any further obligation on behalf of GEM with respect to the Product.

1.6 Sections 1.4 and 1.5 do not apply to the extent that the applicable laws of a jurisdiction prohibit the limitation of a warranty.

1.7 Subject to Sections 1.1, 1.2, 1.3, 1.4, 1.6, 2.0 and 4.0, the Product carries a limited lifetime warranty to the original purchaser from the date of installation of the product at the Property.

1.8 In respect of the repair or replacement of any defective Product, GEM shall bear the costs of the removal of defective Product, the costs of the installation of replacement Product and the costs of repairing or replacing underlayment, interlayment, flashings, vents and sheeting fasteners if, but only if,

- a) The Product proves defective within five (5) years from the date of the installation of the Product at the Property; and

- b) The defect is not attributable directly or indirectly or in whole or in part to any of the factors enumerated in Section 1.2.
- 2.0 **Validity:** This limited lifetime warranty becomes valid only if the purchase certificate attached hereto is filled in, signed by Customer and returned to GEM within Forty-Five (45) days of installation of the Product on the Property and the Product and any services provided by GEM and the roofing contractor utilized are paid for in full.
- 3.0 **Transferability:** This limited warranty may be transferred by the Customer to the next owner of the Property, provided GEM receives written notice, in the form attached hereto, together with a bank draft or money order in the sum of One Hundred (\$100.00) Dollars, in Canadian currency, within Ninety (90) days after the date of transfer of the Property. Failure to follow this procedure shall result in the termination of any obligation on the part of GEM to the next owner of the Property with respect to this limited lifetime warranty.
- 4.0 **Claims Process:** Customer shall notify GEM in writing of any defects in the Product detected at the time of delivery or within 45 days after you notice a problem during the warranty period, whereupon GEM shall have a reasonable time, in its sole discretion:
- a) to correct those defects by repairing or replacing any defective Product; or
 - b) to make a refund to Customer in respect of the purchase price of any defective Product. During the warranty period the refund will be based upon the original purchase price of the Product as evidenced by a valid receipt or, if such a receipt is not available, as reasonably estimated by GEM.

Any notice under this limited warranty should be delivered to GEM at 9330 – 48 Street S.E., Calgary, Alberta, Canada T2C 2R2 and should describe the nature of the defects in the Product. Customers should not undertake repairs without receiving advice from GEM as improper repair work may aggravate the problem.

- 5.0 **Product Changes:** GEM reserves the right to discontinue or change its Product, including colors, shapes, designs or styles without giving notice to Customer or subsequent owner. In the event of such discontinuance or change, GEM reserves the right in its sole discretion to substitute a product that is of equal quality or price for the repair or replacement of any defective Product.

CUSTOMER RECORD – Please keep in a safe place – give to next owner

_____/_____
Signature of Original Purchaser (Customer): (Print Name)

Date of Installation of the Product

Address of Installation (Property)

City Province / State Postal Code / Zip Code

Mailing Address (if different from Property Address)

City Province / State Postal Code / Zip Code

(_____)_____-_____
Phone

Product Purchased: EuroSlate® [] EuroShake® [] EuroLite Slate™ [] EuroLite Shake™ []

Color of Product Purchased: Black [] Grey [] Brown [] Weathered []
Redwood [] Riverstone [] Driftwood []

Installer Stamp Supplier; Company Name & Address
(Roofing Company)

Euroshield® Return Copy

**LIMITED & TRANSFERABLE LIFETIME WARRANTY
CERTIFICATE**

_____/_____
Signature of Original Purchaser (Customer): (Print Name)

Date of Installation of the Product

Address of Installation (Property)

City Province/State Postal Code/Zip Code

Mailing Address (if different from Property Address)

City Province / State Postal Code / Zip Code

Phone

Product Purchased: EuroSlate® [] EuroShake® [] EuroLite Slate™ [] EuroLite Shake™ []

Color of Product Purchased: Black [] Grey [] Brown [] Weathered []
Redwood [] Riverstone [] Driftwood []

Installer Stamp Supplier; Company Name & Address
(Roofing Company)

Please complete and return via fax, scan to email, or regular mail to:

Fax: 1-403-287-2012 email: info@euroshieldroofing.com

G.E.M. Inc.
9330 - 48th Street SE,
Calgary, Alberta, Canada.
T2C 2R2