

CUSTOMER COPY
EuroShield™
50 YEAR LIMITED & TRANSFERABLE WARRANTY

1.0 Limited Warranty

- 1.1 G.E.M. Inc. (“GEM”) warrants to the original purchaser (“Customer”) of its *EuroShield™* manufactured roofing tiles (“Product”), installed at the property with the address indicated hereinafter (“the Property”), that the Product will be free from defects in workmanship and material for a period of Fifty (50) years from the date of the installation of the Product at the Property.
- 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:
 - i) the exposure of the Product to paint, coatings, solvents or cleaners; or
 - ii) the failure by Customer to provide reasonable and necessary maintenance to prevent any accumulation of staining or mildew, or surface dirt;
 - 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. 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; or
 - d) accidental damage, or damage caused by lightening, fire, wind, hail, or acts of God, or as a result of vandalism or other deliberate act.
- 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 1.7; or
 - b) for any direct or indirect, special, incidental or consequential loss or damage attributable to faulty or negligent installation of the Product.
- 1.4 Subject to Sections 1.6, 1.7 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 by reason of any defect in workmanship or material of the Product. Without limiting the generality of the foregoing, GEM shall not be liable to Customer for wasted expenses such as the cost of the initial installation of the Product or the cost of the removal of the Product, the cost of repairing or replacing underlayment, interlayment, flashings, vents, sheathing, fasteners, or similar items, 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 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 in workmanship or material 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 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.
- 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 Forty-Five (45) 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 warranty. This limited warranty may not be transferred beyond the first subsequent owner of the Property.
- 4.0 **Claims Process:** Customer shall notify GEM forthwith in writing of any defects in Product detected at the time of delivery or 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.

_____/_____
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: EuroTile [] EuroShake [] EuroSlate []

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

Return Copy

**EuroShield™
50 YEAR LIMITED & TRANSFERABLE 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 [] EuroTile []

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

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

Please complete and return via fax or mail to:

Fax: 1-403-287-2012

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