



LIMITED LIFETIME WARRANTY

Effective June 1, 2020
Replaces all previous Warranties

Introduction

There are many capitalized terms in this Limited Lifetime Warranty that have specific meanings. For your convenience, some of the terms are defined below for reference throughout this document:

“GEM” refers to Global Environmental Manufacturing (G.E.M.) Inc. The manufacturer of Euroshield® roofing panels.

“LIMITED LIFETIME WARRANTY” means as long as you, the original OWNER or the TRANSFEREE, if coverage was properly transferred within the first 10 years, owns the property where the PRODUCTS are installed. The Limited Lifetime Warranty continues indefinitely after the initial 50-year non-prorated period with product liability limited to 25% of the original purchase price of the material when installed on a single-family detached residence owned by the individual(s).

“WARRANTY PERIOD” This warranty commences on the date of the installation of the PRODUCT on the roof of the address indicated by the CUSTOMER. The WARRANTY PERIOD is as follows: (a) Single family detached residences (“Properties”): LIMITED LIFETIME WARRANTY for original OWNER and for TRANSFEREE as outlined in section 1.0 (b) Other Structures (“Structures”): such as 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 the WARRANTY PERIOD will be limited to 50 years from the original installation date on a non-prorated basis. Warranty transfer is limited to one transfer to a second CUSTOMER during the first 50 years of coverage.

“OWNER” means the individual owner(s) of the single-family detached residence at the time the Euroshield® roofing panels were installed on that building.

“TRANSFEREE” means the individual who has purchased from the OWNER, the building on which the Euroshield® roofing panels were installed provided that such purchase has occurred within the first 10 years of the WARRANTY PERIOD and the OWNER has complied with the provisions set out in the Warranty Transfer section.

“CUSTOMER” refers to the original purchaser, (i.e., the homeowner, not the installer or contractor) or the first transferee from the original purchaser of the Euroshield® roofing panels installed on that building should that transfer occur after the initial 10-year period of warranty coverage from the original purchase date. This includes OWNER and TRANSFEREE as noted above.

“PRODUCT” refers to Euroshield® roofing panels identified in this LIMITED LIFETIME WARRANTY that were installed on the roof of the address indicated by the CUSTOMER.

“LABOUR” means the reasonable cost of labor directly related to removal, repair, or replacement and disposal of the defective PRODUCT including the costs of the installation of replacement PRODUCT and the costs of removal and replacement of underlayment, interlayment, flashings, vents and sheeting fasteners, and any other related work at the sole discretion of GEM that shall not exceed the original installation cost, and is subject to other provisions described herein as reasonably determined by GEM.

“HAIL PROOF” refers to and is limited to the Euroshield® Vermont Slate HP roofing panel.

“HAIL WARRANTY” means the limited warranty coverage applicable to all Euroshield® roofing panels.

NOTE: This warranty may not be transferred or assigned, directly or indirectly, by operation of law or otherwise.

1.0 LIMITED LIFETIME WARRANTY

GEM warrants to the original OWNER or TRANSFEREE, its PRODUCT installed at the address of the property indicated by the OWNER or TRANSFEREE, that it will be free from manufacturing defects which materially affect their performance on your roof of the property under the terms of this warranty. Coverage for the Product is provided on a non-prorated basis for a period of 50 years from original installation date, when installed on a single-family detached residence owned by the individual(s). After the initial 50-year non-prorated WARRANTY PERIOD, for the OWNER, coverage continues indefinitely with product liability limited to 25% of the original purchase price of the material. Should proper transfer of the warranty occur during the first 10 years of warranty coverage, the TRANSFEREE receives the remainder of the WARRANTY PERIOD and terms afforded the original OWNER as noted above. Should proper transfer to the second CUSTOMER occur after the first 10 years of warranty coverage, the second CUSTOMER shall have the balance remaining of a 50-year non-pro-rated warranty, reduced by the length of time elapsed from the date the warranty was first registered to the original purchaser. Warranty transfer is limited to one transfer to a second owner during the first 50 years of coverage.

1.1 WARRANTY COVERAGE

GEM warrants to the CUSTOMER of other structures such as 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 a WARRANTY PERIOD that will be limited to 50

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years from the original installation date on a non-prorated basis. Warranty transfer is limited to one transfer to a second CUSTOMER during the first 50 years of coverage which covers manufacturing defects as noted above.

1.2 HAIL WARRANTY

(a) GEM warrants to the CUSTOMER its product installed at the address of the property indicated by the CUSTOMER resistance to hail impact damage, defined as, cracking, splitting or perforation of the field panel as a result of hail impact of 2” diameter or less as verified by government weather data for the area, striking the surface of the PRODUCT. This warranty does not cover hail exceeding 2” in diameter as verified by government weather data for the area as well as surface scratches or minor scuffing of the surface caused by hail. Upon inspection and verification (by an accredited/certified roof inspector) GEM will provide, at their sole discretion, repair or replacement of PRODUCT to include LABOR costs, subject to the limitations set out below and in sections 1.5 and 1.9. It is the responsibility of the CUSTOMER to provide supporting 3rd party government weather data for hail impact in the area the property is located and to report any suspected hail damage within 30 days of the weather event occurring. GEM or its appointed roof inspector shall solely determine whether the damage in question was caused by hail impact. In the event panel replacement is not an option due to being discontinued, GEM will provide, on a “best effort” basis, a suitable equivalent product from its prevailing product line offering at the time. Hail warranty coverage will cease after the first 50 years of warranty coverage.

(b) GEM warrants to the CUSTOMER its PRODUCT, labeled as Vermont Slate HP, HAIL PROOF, resistance to hail impact damage, defined as, cracking, splitting or perforation of the field panel as a result of hail impact of hail of any size for a period of 20 years from the original installation date. After the initial 20-year HAIL PROOF warranty period, hail coverage for the remaining 30 years of the 50-year non-prorated period will be as noted above under HAIL WARRANTY section (a). Should the PRODUCT prove to be defective in the initial 20-year HAIL PROOF period, GEM will provide, Upon inspection and verification (by an accredited/certified roof inspector) at their sole discretion, repair or replacement of PRODUCT to include LABOR costs, subject to the limitations set out in sections HAIL WARRANTY (a) as applicable, 1.5 and 1.9.

1.3 WHAT’S NOT COVERED

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 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,

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lighten, chalk, or acquire a surface accumulation of dirt or stains. The PRODUCT will possess a new mold sheen, from the manufacturing process, that will settle to its final resting color after sufficient exposure to sunlight and the elements that falls under the normal weathering process.

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) distortion, warping or curling due to excess heat build-up in non-vented or insufficiently vented attic spaces.
- d) the failure of any surface or structure to which the PRODUCT is applied;
- e) accidental damage, or damage caused by lightning, fire and winds exceeding 145 kph (as verified by government weather data for the area), or acts of God (excluding HAIL WARRANTY in section 1.2 as applicable), or as a result of vandalism or any other deliberate act;
- f) the failure by the customer to provide reasonable and necessary maintenance to prevent any accumulation of surface debris.

1.4 GEM shall not be liable to a 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 1.9; 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.
- c) for any loss or damage resulting from ice damming, ice build-up and ice or snow sliding off the roof surface.

1.5 Subject to Sections 1.7, 1.8, 1.9 and 5.0, 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.

- 1.6 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.
- 1.7 Sections 1.5 and 1.6 do not apply to the extent that the applicable laws of a jurisdiction prohibit the limitation of a warranty.
- 1.8 Subject to Sections 1.0, 1.1, 1.2, 1.3, 1.4, 1.5, 3.0 and 5.0, the PRODUCT carries a limited lifetime warranty to the original CUSTOMER from the date of installation of the product at the Property.
- 1.9 In respect of the repair or replacement of any defective PRODUCT, GEM shall bear the LABOR costs of the of defective PRODUCT, 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 1.3.
- 2.0 As Euroshield® is a permanent roofing PRODUCT; it is imperative that the existing roof and the underlying roof structure are inspected to determine whether the substrate has not rotted and is of enduring quality. Euroshield® PRODUCT should not be installed over an existing roof covering; asphalt shingles, shakes or other. Remove existing roof covering to ensure trusses, sheathing fascia and other components including masonry, plumbing and mechanical are in good repair to support the PRODUCT through its durable lifetime. In any case, the existing roof covering (asphalt, cedar, pine or other) must be removed and repairs or replacement of deteriorated components undertaken prior to installation of a Euroshield® PRODUCT. Failure to do so will void the Euroshield® manufacturers warranty.

3.0 **VALIDITY**

This LIMITED LIFETIME WARRANTY, subject to Sections 1.0, 1.1, becomes valid only if the purchase certificate attached hereto is filled in, signed by CUSTOMER and returned to GEM within Ninety (90) 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.

4.0 **TRANSFERABILITY**

This LIMITED LIFETIME WARRANTY may be transferred by the CUSTOMER to the next owner of the Property subject to 1.0, 1.1, provided GEM receives written notice, in the form attached hereto, together with a bank draft or money order in the sum of Three Hundred (\$300.00) Dollars (Canadian residents add 5% GST), in Canadian currency,

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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 CUSTOMER of the Property with respect to this LIMITED LIFETIME WARRANTY.

5.0 CLAIMS PROCESS

Customer shall notify GEM in writing by Registered Mail 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 by Registered Mail 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.

6.0 PRODUCT CHANGES

GEM reserves the right to discontinue or change its PRODUCT, including colors, shapes, designs or styles without giving notice to the CUSTOMER. 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.

Modification of Warranty in this LIMITED LIFETIME WARRANTY may not be changed or modified except in writing, signed by an officer of GEM. No one (other than an officer of GEM) has the authority to assume any additional liability or responsibility for GEM in connection with your PRODUCT except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction.

(Note: warranty subject to change. For current information, visit ww.euroshieldroofing.com or write to GEM at **G.E.M. Inc.** 9330 - 48th Street SE, Calgary, Alberta, Canada T2C 2R2 Attn Warranty Services.)

Choice of Law The terms and conditions of this LIMITED LIFETIME WARRANTY are to be governed by, and interpreted according to, the internal laws of the Province of Alberta, Canada, without giving effect to or applying its choice of law provisions. This LIMITED LIFETIME WARRANTY is effective for GEM PRODUCTS installed outside the United States and Canada.

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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: Rundle Slate [] EuroShake [] Heritage Slate [] Harvest Shake []

Beaumont Shake [] Ranchlands Shake [] Vermont Slate [] Vermont Slate HP []

Color of Product Purchased: Black [] Grey [] Brown [] Driftwood []

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

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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: Rundle Slate [] EuroShake [] Heritage Slate [] Harvest Shake []
Ranchlands Shake [] Beaumont Shake [] Vermont Slate [] Vermont Slate HP []

Color of Product Purchased: Black [] Grey [] Brown []] Driftwood [] or
Other _____

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

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

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

Email: info@euroshieldroofing.com

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EUROSHIELD®**WARRANTY TRANSFER FORM** Please keep in a safe place – give to next owner

Original Purchaser (Print Name)

Date of Installation of the Product

Transfer Date

Address of Installation (Property)

City

Province / State

Postal Code / Zip Code

Transfer To:

Name of New Owner: _____

Mailing Address (if different from Property Address)

City

Province / State

Postal Code / Zip Code

(_____) _____ - _____
Phone

Product: Rundle Slate [] EuroShake [] Heritage Slate [] Harvest Shake []

Beaumont Shake [] Ranchlands Shake [] Vermont Slate [] Vermont Slate HP []

Color of Product Purchased: Black [] Grey [] Brown [] Driftwood [] or
Other _____

Transfer Fee is \$300.00. (Canadian residents add 5% GST). Please include payment (check – do not sent cash) or pay by Visa/Mastercard/AMEX by calling 877-387-7667. A new warranty certificate will be mailed to you.

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

Email: info@euroshieldroofing.com

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