

# Summerside™ Steel Shingles

## Limited Lifetime 50 Year Non-Prorated Transferable Warranty

*For products sold in Canada for residential roofing applications only.  
To be completed following installation. ALL FIELDS ARE REQUIRED.*



PROPERTY OWNER NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
CITY: \_\_\_\_\_ PROVINCE: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_  
CONTACT TELEPHONE NUMBER: \_\_\_\_\_ EMAIL: \_\_\_\_\_  
PRODUCTS AND COLOUR USED: \_\_\_\_\_  
DATE PURCHASED: \_\_\_\_\_ PURCHASED FROM: \_\_\_\_\_  
DATE OF PRODUCT DELIVERY: \_\_\_\_\_ DATE OF INSTALLATION: \_\_\_\_\_  
INSTALLED BY: \_\_\_\_\_

**WARRANTY COVERAGE:** Subject to the conditions, exclusions and limitations set forth in this Warranty, Vicwest Building Products, a division of Vicwest Inc., (“Vicwest”) warrants for the lifetime of the Original Property Owner and for a non-prorated period of fifty (50) years after the date of delivery that it’s Summerside™ Steel Shingles (the “Product” or “Products”) when used under Normal Conditions (as defined herein) will be free from manufacturing defects that materially affect the Product’s performance and that the steel substrate will not as a result of corrosion fail structurally, perforate or rupture, split, curl, crack, lose impact resistance, burn or support combustion (the “Lifetime Product Warranty”). Vicwest further warrants that for a non-prorated period of forty (40) years from the date of delivery of the Products when used under Normal Conditions that the paint film (the “Paint Finish Warranty”) will not:

- Chip, crack, check or peel (lose adhesion). This does not include minute fracturing which may occur in the proper fabrication of the Products;
- Chalk in excess of a number six (6) rating as determined by ASTM D4214 Method D659; or
- Change colour more than eight (8.0) Hunter ΔE units as determined by ASTM Method D-2244. 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.

This Warranty remains in effect provided the Original Property Owner (or “Transferee” as defined herein) is a registered owner of the property and resides at the property on which the Products are installed. In the event that there is more than one Original Property Owner, this Warranty will remain in effect provided one (1) Original Property Owner (or “Transferee”) is a registered owner of and resides at the property. Coverage extends solely to Products installed on a single-family detached residence owned by an individual(s) on which the Products are installed. The Lifetime Product Warranty is not extended to organizations (including but not limited to corporations, unincorporated associations, condominiums, cooperative housing arrangements, religious organizations, governments or public entities). Where such an organization is the Original Property Owner, the duration of this Warranty is 40 years and is not transferrable.

**WARRANTY TRANSFERS:** This Limited Lifetime 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. The Warranty period for the Transferee shall be the balance / unexpired portion of the non-prorated periods originally extended to the Original Property Owner following the transfer of ownership and the Transferee shall assume all rights of the Original Property Owner in respect of the balance of this Warranty provided that this Warranty is properly transferred. The Transferee must send written notice of the transfer **within forty-five (45) days** following the transfer of ownership together with a **copy** of the original purchase receipt or other documents evidencing the purchase of the Products to Vicwest at the address of its head office (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.

**LIFETIME LIMITED WARRANTY:** If there is a Nonconforming Product during the lifetime of the Original Property Owner (or “Transferee” as defined herein), Vicwest will replace, repair or refinish the Nonconforming Product subject to the exclusions, conditions and limitations set forth in this Warranty. Vicwest’s liability for the non-prorated periods shall be limited to the cost of replacement, repair and refinishing only to a maximum of the original purchase cost of the Products. Vicwest may elect, at any time in its sole discretion, to refund the purchase price of the Nonconforming Product or Products. Following the expiry of the non-prorated periods, Vicwest’s contribution shall be limited to 20% of the cost of replacement, repair and refinishing, such contribution decreasing by 5% for each year after year 51 in the case of the Lifetime Product Warranty and year 41 in the case of the Paint Finish Warranty.

**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 a Nonconforming Product. The written claim must include the owner’s name, address, telephone number, Warranty Certificate Number (if provided by Vicwest) and a description of the Nonconforming Product 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 / Transferee'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 notification, 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 or Transferee 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, refinishing or refund of the original Product purchase cost or in the case of the expiry of the non-prorated periods to the contribution percentage in respect of the original Product purchase cost. This warranty is strictly limited to the Product as outlined herein and does not include other products on or applied to the roof at any time. This Warranty does not extend to the installation of the Products or damages of any kind including, but not limited to, any damages as described in this Warranty below. Vicwest's liability ends once the original 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 cost paid for the Products. 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.

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

This Warranty is subject to the following terms, conditions, exclusions and limitations:

1. It is the responsibility of the Original Property Owner to inspect the materials immediately following delivery and prior to installation so as to mitigate expenses involved in the replacing, repairing or refinishing the Nonconforming 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.
2. This Warranty applies only to Products when they are installed on a roof with a minimum 4/12" pitch (18° of the horizontal).
3. **NORMAL CONDITIONS:** This Warranty applies to Products exposed to normal atmospheric conditions and excludes corrosive or aggressive atmospheres such as contamination due to chemical fumes or salt spray, standing water, contact by or exposure to animals, animal waste or rotting debris, or poorly ventilated applications.
4. **WARRANTY EXCLUSIONS:** 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 property owner, household occupants, installers or repairmen; improper packaging, storage, shipping, transit, processing, or installation which prohibit proper drainage of standing water or results in condensation; hail damage or damage as a result of unusual weather conditions; pre-existing conditions; settling or failure of the structure 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; exposure to temperatures in excess of 160°F; 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 not specifically approved for use by Vicwest; minor colour differences; dirt or mildew accumulation; change in building use or alterations to the building 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.
5. **PREVENTATIVE MAINTENANCE AND REPAIRS:** In order to keep the Products performing properly and to keep this Warranty in effect, the Original Property Owner or Transferee must perform regular inspections and maintenance and keep records of this work, repair conditions in the building structure or other roofing products, systems and attachments that may threaten the integrity of the Products, and make reasonable temporary repairs in an emergency to minimize permanent damage to the Products.
6. Any material, equipment or attachment that impedes any inspection, repair, replacement or refinishing of any Nonconforming Product must be removed at the Owner's expense.
7. This Limited Warranty constitutes the exclusive remedy for any defects or deficiencies in the Product. Except for this Limited Warranty, Vicwest makes NO WARRANTIES, GUARANTEES, REPRESENTATIONS OR CONDITIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, WITH RESPECT TO THE PRODUCT WHETHER UNDER COMMON LAW, STATUTE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY GENERAL OR PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY VICWEST TO THE FULLEST EXTENT PERMITTED BY LAW. The liability of Vicwest arising out of the sale or supply of the Product or its installation or use, whether based on warranty, contract, tort or otherwise and whether or not arising as a result of negligence or gross negligence of Vicwest shall not exceed the then current purchase price for that portion of the Product which is being repaired, refinished, repainted or replaced. In no event shall Vicwest be liable for any indirect, incidental, consequential or special damages sustained by the Customer or any other person in connection with the purchase, installation or use of the Product including damage to the interior or exterior of any building.
8. Vicwest reserves the right to terminate or modify this Warranty except with respect to orders which it has already accepted upon the giving of written notice thereof.

**CERTIFICATE NUMBER:** \_\_\_\_\_ *(To be completed by Vicwest)*

**Revision Date: March 22, 2013**

**Vicwest Building Products, a division of Vicwest Inc.**