



Warranty Registration
Department
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RoofRoc Warranty Registration Information

CUSTOMER

Last name _____ First name _____

Mailing address _____ City _____

Province/State _____ Postal/zip code _____ Telephone number _____

ROOFING CONTRACTOR

Company name _____

Contractor address _____ City _____ Province/State _____

Postal/Zip code _____ Telephone number _____ Fax number _____

PROJECT INFORMATION *(Identify categories that apply)*

New Construction Tear-off re-roof Residential Industrial Commercial Institutional

Date started _____ Date completed _____ Project size (square feet) _____

Project address (if different than mailing address) _____

ROOFROC PRODUCT INSTALLED

Grey slate Brown slate Green slate Black slate Mixed slate Cedar shake

Signature _____ Date _____

RoofRoc 50-Year Limited Transferable Warranty (the "Warranty")

INTRODUCTION

Subject to the terms, conditions, and limitations stated below, RoofRoc Canada Limited, ("RoofRoc") warrants that RoofRoc's roofing products (the "Products") are free from defects due to the manufacturing process, and will remain integral for a period of fifty (50) years (the "Term"). All other components including but not limited to, local building code requirements, project design, framing or structural construction, installation workmanship and accessories supplied within the roofing system, are not covered by this Warranty.

Products must be handled stored and installed in strict accordance with RoofRoc's latest published installation instructions and local building code. RoofRoc reserves the right to change profile and color of its manufactured product at any time without notice.

Architects, engineers, and building professionals recognize that building envelopes, particularly a roof surface, are subject to natural weathering and effects caused by pollution. For this reason, changes in color are not covered by this Warranty.

The useful life of a given product may be affected by many factors including: the weather conditions to which it is exposed; the quality of its installation; the type and quality of building construction, roof decking and ventilation; and other factors over which RoofRoc has no control. This Warranty describes the sole remedy in the unlikely event defects are found within the Products affecting performance before the expiration of the Term.

LIMITED WARRANTY DURING THE FIRST EIGHT YEARS (8) NON-PRORATED PERIOD

In the event that RoofRoc Products are found to deteriorate within an eight (8) year period of the purchase date due to defective material or manufacturing workmanship then at the reasonable discretion of RoofRoc, the company will provide at no charge to the Warranty holder replacement product for each individual piece of tile and or trim identified to be defective. The purchase date is assumed to be 90 days from shipping from the factory or the date of completed installation, whichever comes first.

LIMITED WARRANTY BETWEEN YEAR NINE (9) AND YEAR FIFTY (50) PRORATED PERIOD

In the event that RoofRoc Products are found to deteriorate after year eight (8) and before the end of the Term due to defective material or manufacturing workmanship, then at the reasonable discretion of RoofRoc, the company will provide at no charge to the Warranty holder replacement product for each individual piece of tile and or trim identified to be defective.

Commencing on the first day of the ninth year the customer will pay RoofRoc an amount equivalent to 2.38% of the current list price of the Products or equivalent products on the ninth year (9) plus an additional cumulative 2.38 % per year thereafter until the end of the Term. Current list price is the price in effect at the time the replacement Product is shipped to the customer.

RoofRoc reserves the right, at its sole option, in lieu of providing replacement manufactured product, to refund the amount paid by the original purchaser for the defective product. This Warranty does not include or cover costs associated with materials (other than RoofRoc products) or labor to remove or re-install the defective product, dump fees, freight charges, internal or external structure components, and/or any other damages caused by the failure of the Products.

WARRANTY TRANSFERABILITY

The original owner of the structure (the "Original Owner") with RoofRoc Products installed (the "Property") may transfer this Warranty one (1) time during the Term. The Warranty transfer must occur simultaneously with the transfer of the Property. The Original Owner must provide RoofRoc with written notice within thirty (30) days after the transfer of the Property. Written notice must include: (a) the names of the Original Owner and the new owner (the "Transferee"), (b) the address of the Property, (c) the date of original installation of the Products, (d) the transfer date, (e) proof of original purchase of the Products, and (f) the copy of the original registered Warranty document.

If the complete written notification is not received from the Original Owner within 30 days of the Property transfer, RoofRoc reserves at its sole option, the right to terminate and void the Warranty. Transfers will be acknowledged and approved in writing by the RoofRoc warranty department. With exception to one transfer, this Warranty may not be sold, assigned or transferred in any manner whatsoever.

TERMS, CONDITIONS, LIMITATIONS

1. To make a claim under this Warranty, the Original Owner or Transferee must, within thirty (30) days of discovery of a defect, send a written notification of the alleged defect with a copy of the original RoofRoc Warranty verification and proof of purchase of the Products to RoofRoc at the address of the Company at the time of the complaint. The notification of a Warranty claim shall be delivered to RoofRoc at the address published in the Contact section of the RoofRoc website www.roofroc.com. RoofRoc shall acknowledge its receipt and will provide detailed instructions to the claimant on the Warranty process.



RoofRoc 50-Year Limited Transferable Warranty

2. RoofRoc shall within a reasonable amount of time from the receipt of the Warranty claim, review and verify all documentation pertaining to the registration of the original Warranty, which may or may not include an on site inspection. RoofRoc at its sole discretion may require additional information not limited to samples of the defective Products and photographs outlining the extent of the issue. The Original Owner or Transferee is responsible for providing this, and any further requested information at their own expense. A reasonable amount of time shall be granted for RoofRoc to conduct its Warranty claim investigation. Any required testing of claimed Warranty defects will be performed by a RoofRoc employee, an approved agent, or a building code recognized laboratory. The Original Owner or Transferee has a right to conduct their own review at a building code recognized independent laboratory at their own expense. Should this result in conflict with RoofRoc's analysis, a third and final review at a building code recognized laboratory shall be used to decide the material status. This laboratory will be selected at RoofRoc's discretion. All test criteria will be based on RoofRoc's current CCMC and ICC reports. No other tests will be deemed acceptable or result in a claim being settled. Any claim for product which has been replaced prior to RoofRoc's receipt of written notice and full analysis, shall be denied. If the investigation provides justification for the claim, RoofRoc will provide within a reasonable time, a remedy in accordance with the conditions of this Warranty.
3. This Warranty is the sole and exclusive remedy provided to the Warranty holder with regard to the failure of the Products.
4. In the event the RoofRoc Products covering any area of roof are found to be defective, RoofRoc shall provide replacement Products. The cost of application, tear-off, dump fees, flashing, metal work, underlay, and related work or materials is not covered by this Warranty.
5. This Warranty shall not be applicable if, upon inspection or analysis, RoofRoc determines that any of the following has occurred:
 - a. The Products are damaged by an act of God or natural disasters, including but not limited to; lightning, fire, hail, earthquake, tornado, and hurricanes, flooding, tidal flow and ice storms, or:
 - b. The Products are damaged by acts of negligence, accidents or misuse, vandalism, civil disobedience, terrorism or acts of war, or:
 - c. Any necessary or unnecessary products not manufactured by RoofRoc, used in the installation of the roof have failed or caused the failure of the Products, or:
 - d. Any other building components, including but not limited to the roof deck, mechanical fastenings, metal roof components, alternative roofing materials, walls, mortar, machinery, HVAC units, or other such items, fails, deteriorates or in any way causes damage; or
 - e. Deterioration or failure of the Products due to causes not related solely to the Products, including, but not limited to, defects or harmful substances in underlying materials; or
 - f. Usage or spillage of a material or substance not compatible with the Products, including, but not limited to, petroleum based products, oils, acids, animal fats, harmful chemicals, and the like, which come in contact with the Products and causes deterioration and failure.
 - g. The Products have been stored, handled or installed in contravention of the specific latest published written instructions provided by RoofRoc and/or in violation to existing building codes or accepted industry practices. The installation instructions can be downloaded from the company's corporate website www.roofroc.com.
6. This Warranty shall be null and void if either of the following occurs:
 - a. Failure of the Warranty holder to use reasonable care in maintaining the RoofRoc Products; or
 - b. The Warranty holder fails to comply with all the terms or conditions stated herein.
 - c. Failure to submit this Warranty application 90 days after substantial completion of the Product's installation, and 6 months of the Products being delivered to the building site, whichever comes first.
7. RoofRoc shall have no obligation under this Warranty unless all bills and charges for the Products have been paid in full
8. RoofRoc's failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such terms or conditions.
9. This Warranty supersedes and is in lieu of any and all other warranties and representations, whether oral or in writing. No representative of RoofRoc has authority to make any representations or promises except as stated herein.
10. Notwithstanding anything to the contrary herein, to the extent that any provision of this Warranty is deemed invalid under any applicable law, then with regard to such instances, such provision(s) shall be of no effect, or, if practicable, shall be deemed modified to the extent necessary to comply with such law, and the remaining portions of this Warranty shall not be affected but shall continue in full force and effect.
11. The term of this Warranty shall be governed by the laws of the Province of British Columbia, Canada. All parties specifically agree that the courts of the Province of British Columbia shall have jurisdiction on any matter concerning this Warranty.



THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE ROOFROC PRODUCTS. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE AND MERCHANTABILITY, WHICH EXTEND BEYOND THE FACE HEREOF. ROOFROC SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, AND LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS UNDER ANY THEORY OF LAW WHATSOEVER.