

# Limited Warranty

INFORMATION FOR ASPHALT SHINGLES



IKO.COM



PLEASE RETAIN THIS DOCUMENT FOR YOUR RECORDS – DO NOT SEND TO IKO. *This Limited Warranty form does not constitute proof of purchase.*

OWNER'S NAME

.....

DATE OF APPLICATION

.....

ADDRESS

.....

PRODUCT APPLIED

.....

CONTRACTOR'S NAME

.....

COLOUR

.....

ADDRESS

.....

CONTRACT PRICE

.....

PHONE NUMBER

.....

NUMBER OF BUNDLES

.....

CONTRACTOR'S SIGNATURE

.....



**THIS LIMITED WARRANTY** is applicable to Shingles installed within Canada on or after January 1, 2020. The Limited Warranty in effect at the time of installation of your Shingles will be the limited warranty that is applicable to you. The most current version of this Limited Warranty is available online at [www.iko.com/na](http://www.iko.com/na).

**THIS LIMITED WARRANTY** explains the details of the limited warranty coverage IKO provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well informed about the warranty coverage for your Shingles. If you have questions about that coverage, contact IKO directly for assistance. **Note** that your contractor or roofer is not an employee or representative of IKO. This Limited Warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO is not bound by any guarantees, warranties or representations, or any change to this Limited Warranty made by your contractor, roofer or any other person who is not an authorized corporate officer of IKO.

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

**"AR"** refers to algae-resistant shingles. For details on algae resistance coverage for the products in this Limited Warranty, refer to the section entitled "Limited Algae Resistance Warranty".

**"HIGH WIND APPLICATION"** means the installation of Shingles using the specific instructions for high wind application that appear on the Shingle wrapper. For "High Wind Application" of IKO's products, please refer to installation instructions on this wrapper and to the section entitled "Limited Wind Resistance Warranty". Many local building codes have specific requirements for applications, and should be consulted before beginning any install.

**"IKO"** means IKO Industries Ltd.

**"THE INFORMATION TABLE"** means the Limited Warranty Information Table.

**"IRON CLAD PROTECTION"** means the limited non-prorated coverage provided by this Limited Warranty during the Iron Clad Protection Period. Please read the section entitled "IKO Iron Clad Protection Period" for more details on this coverage. Specific periods of coverage are shown in the Information Table in this document.

**"LIFETIME"** means the period of time commencing on the date of completion of installation of the Shingles on the building and continuing so long as the Owner or the Transferee owns the building on which the Shingles were installed.

**"LIMITED WARRANTY"** means the limited warranties and your coverage provided by IKO for your Shingles as expressly set out in this document, and are the only warranties provided by IKO.

**"OWNER"** means the individual owner(s) of the single-family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, IKO will consider you to be the Owner, even though the Shingles had already been installed. PLEASE NOTE: Refer to footnote 1 in the Information Table for the Warranty Period for nonindividual Owners or for non-single-family residential homes.

**"SHINGLE" OR "SHINGLES"** means the IKO asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

**"SQUARE"** means 100 square feet of roof area.

**"TRANSFEREE"** means the individual who has purchased from the Owner, the building on which the Shingles 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 section entitled "Limited Transferability of Limited Warranty".

**"WARRANTY PERIOD"** is the length of time for which the Limited Warranty applies to the Shingles installed on the building, starting on the day that the original installation of the Shingles on the building is completed and continuing for the period set out in the Information Table applicable to the specific Shingle installed, unless terminated sooner. Please note that the Warranty Period provided to the Owner differs from the Warranty Period provided to the Transferee, if any.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for this Limited Warranty to be valid or applicable.

## LIMITED WARRANTY INFORMATION TABLE

SHINGLE NAME	WARRANTY PERIOD <sup>3</sup> (MONTHS)	IKO *IRON CLAD PROTECTION PERIOD <sup>3</sup> (MONTHS)	BEYOND IRON CLAD PROTECTION PERIOD			STANDARD APPLICATION /HIGH WIND APPLICATION WARRANTY (km/h)	ALGAE RESISTANCE WARRANTY <sup>4</sup> (MONTHS)
			REDUCTION FIGURE (FIRST 180 MONTHS) n*	REDUCTION FIGURE (AFTER 180 MONTHS) m*	REDUCTION FIGURE (FOR MONTHS 481+)		
Armourshake™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	120
Crowne Slate™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	120
Royal Estate™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	120
Nordic <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	210	120
Dynasty™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	210	120
Cambridge Cool Colors™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	N/A
Cambridge™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	120
RoofShake HW™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	n/260	384/480	432/480	177/210	120
Marathon™ Plus AR <sup>2</sup>	300	60	n/225	m/600	—	112/129	60

<sup>1</sup> For any nonindividual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single-family residential home, the Warranty Period for these Shingles is limited to 40 years.

<sup>2</sup> Hip and ridge shingles used for installation of Shingles must be either Marathon Plus AR, IKO UltraHP, IKO UltraHP IR, IKO Hip & Ridge 12, IKO Hip & Ridge Plus, IKO Hip and Ridge, or an IKO-approved equivalent product.

<sup>3</sup> The stated Warranty Period and Iron Clad Protection Period apply to the Owner only. The Warranty Period and Iron Clad Protection Period applicable to the Transferee, if any, shall be limited to lesser of (a) 120 months from original installation, and (b) the Warranty Period and Iron Clad Protection Period that would otherwise be remaining for the Owner but for the transfer.

<sup>4</sup> Please see the Limited Algae Resistance Warranty section in this Limited Warranty for complete details.

n\* - refers to the number of months that have passed since the Shingles were installed on the building.

m\* - refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

**EXAMPLE:** A manufacturing defect substantially affecting the water shedding performance of the Shingles is found in January 2034 in Shingles with a 25-year limited warranty. The Shingles were installed in January 2016; 18 years, or a total of 216 months, have elapsed since completion of installation. IKO's warranty obligation will be reduced by  $(180/225 = .80) + (36/600 = .06) = .86$ . So, IKO's maximum obligation would be 14%  $(100 - 86)$  of the cost of the replacement Shingles.

## LIMITED WARRANTY

IKO provides this Limited Warranty to the Owner of its Shingle products and if applicable to the Transferee. The coverage provided by this Limited Warranty is subject to the terms and conditions listed in this document. This Limited Warranty and the Warranty Periods set out in the Information Tables are not guarantees of the useful lifetime of the Shingles. The length of time that the Shingles will retain their water shedding performance depends on a wide range of variables that include, but are not limited to, roof design and ventilation, weather events, and climatic and exposure conditions, all of which may vary from one building to another. This Limited Warranty is intended to provide coverage only to the Owner (and the Transferee, if applicable) during the applicable Warranty Period, and only for a manufacturing defect that significantly affects the water shedding performance of the product. The Limited Warranty provides the Owner (and the Transferee, if applicable) with specific legal rights, but the Owner may also have other legal rights. Those rights will vary from province to province.

*The Limited Warranty coverage requires the use of matching Hip and Ridge products, including IKO UltraHP, IKO UltraHP IR, Hip & Ridge 12, Hip & Ridge Plus, Hip and Ridge, Marathon Plus AR, or an IKO-approved equivalent product.*

## IRON CLAD PROTECTION PERIOD

IKO offers Iron Clad Protection as set out below for every Shingle listed in the Information Table. The Iron Clad Protection Period starts on the day of installation of the Shingles on the Owner's roof and continues for the period set out in the Information Table applicable to your specific Shingle. During the Iron Clad Protection Period, IKO will, at its option, either repair or replace the affected Shingles (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Protection Period, IKO's maximum liability is limited to the reasonable cost of installing new Shingles on the roof. This means that IKO will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of installing the new Shingles. Other costs, such as flashings, metal work, non-IKO products, vents or repair of any other damages or expenses incurred or claimed, removal of the existing Shingles from the roof (tear-off), and disposal of the existing Shingles, are not covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

## BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Protection Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period, outlined in the Information Table for the Shingle product on your roof (the "Beyond Iron Clad Protection Period.")

During the Beyond Iron Clad Protection Period, IKO's maximum liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Other costs, including labour, tear-off and disposal of the existing Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed

are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Table.

## LIMITED WIND RESISTANCE WARRANTY

For Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles only during the first 15 years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Table for the wind speed limits for the Shingles on your roof.

For all other Shingles, during the first five years after they are installed on the Owner's roof, the IKO Shingles carry a Limited Wind Resistance Warranty for wind blow-off for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds. Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Table for the wind speed limits for the Shingles on your roof.

For the shingles specified in the Limited Warranty Information Table, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Table. If additional nails as listed are used for the following shingles, the maximum wind speed increases to 210 km/h, for Marathon Plus AR it increases to 129 km/h:

- (i) Three additional (eight in total) nails for Crowne Slate.
- (ii) Two additional (six in total) nails for Royal Estate, Cambridge Cool Colors, Cambridge, RoofShake HW and Marathon Plus AR.
- (iii) One additional (six in total) nail for Armourshake.

In addition, for the High Wind Resistance Limited Warranty to apply, IKO Roof Starter must be installed at all eaves and rakes. Rake application of starter strips is not required for Nordic and for Dynasty. Also:

- (i) The Limited Wind Resistance Warranty will only apply if:
  - (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper; and
  - (b) for installations during the fall, winter or in cool weather, the Shingles have been manually sealed at the time of installation, and for installations at all other times, the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down.
- (ii) The High Wind Resistance Limited Warranty will only apply if:
  - (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper and
  - (b) the Shingles



## LIMITED WIND RESISTANCE WARRANTY (Cont.)

have been manually sealed at the time of installation. For Nordic and for Dynasty Shingle provision (b) does not apply if the Shingles have had an opportunity to seal down. And (c) Required Hip & Ridge shingles were used in the capping of the roof installation for the building upon which the Shingles have been installed.

Shingles that are installed in cool seasons, or weather may not seal until weather conditions are adequate to allow the self-sealing strip to activate. Please see the “No Limited Wind Resistance Warranty Coverage for Wind Damage Before Self-Sealing Strips Seal” section below for more information regarding the self-sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at [www.IKO.com/na](http://www.IKO.com/na) for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), IKO’s maximum liability is to provide replacement Shingles for those Shingles lost from the roof due to blow-off, or alternatively, IKO will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labour, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

## NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory-applied self-sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles that do not receive direct sunlight, or those that are not exposed to adequate surface temperatures may never seal. Damage to the factory self-sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles, and failure to seal down under such circumstances is not a manufacturing defect. IKO will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the “Limited Wind Resistance Warranty” section.

## LIMITED ALGAE RESISTANCE WARRANTY

Most IKO Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles. (Please refer to the Information Table to see whether your Shingles carry this coverage and the period of coverage provided.) If there is a valid claim under the Limited Algae Resistance Warranty, during the first year following the installation of the Shingles, IKO at its option, will pay the reasonable cost either to clean or to replace the affected Shingles. Beyond the end of the first year, IKO’s liability is to provide the Owner with a labour payment certificate to pay the reasonable costs of cleaning the affected Shingles up to a maximum value of \$15 per Square. This maximum value will be prorated based upon the number of months

that the Shingles have been installed on the Owner’s home at the time the claim is filed with IKO, divided by the maximum period of coverage listed in the Information Table.

## EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that significantly affect the water shedding performance of the Shingles on the Owner’s roof, and for no other cause whatsoever. Conditions that do not significantly affect the water shedding performance of the Shingles, or are not due solely to a manufacturing defect in the Shingles, are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, and without limiting any other conditions for coverage under this Limited Warranty as herein set out, IKO will not have any liability or obligation under the Limited Warranty or otherwise for the following:

- 1. Any damage that occurs during or after any improper application process, including one that fails to follow IKO’s printed application instructions.*
- 2. Any variation in the colour or shading between installed Shingles on the building, including the fading or weathering of coloured granules used in any of IKO’s Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the colour blend of any Shingles, without notice to the original Owner or Transferee, if applicable. IKO will not be liable for any costs as a result of such modification or discontinuance of any product.*
- 3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building.*
- 4. Any damage caused by acts of God or other causes beyond IKO’s control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof, or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements.*
- 5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base (including, but not limited to, conditions arising from the installation of Shingles on dimensional lumber, shiplap or board decks), or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof.*
- 6. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration, including structural additions, changes or replacement; or equipment installations (including, but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and/or radio antennas, satellite dishes, skylights, and equipment or machinery of any kind).*

## EXCLUSIONS AND LIMITATIONS (Cont.)

7. Any costs incurred for any work, repairs (whether temporary or permanent), or replacements, or where materials used in repairs or replacements were produced by someone other than IKO, unless previously authorized in advance in writing by IKO.

8. Any damage that arises from any cause other than a manufacturing defect that significantly affects the water shedding performance of the Shingles, including, but not limited to, such damage arising from:

A. The effects of debris, resins or drippings from trees.

B. The effects of any chemical reactions with, or chemicals on the Shingles (whether in contact with the face or underside of the Shingles on the roof) or airborne and which come in contact with the Shingles (such as aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, and organic or inorganic polar materials).

C. The excessive use of roofing cement, or the use of incompatible roofing cements.

D. Water infiltration arising from ice damming.

E. Applications where spray insulation has been applied in the attic space of the building.

9. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant, or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty).

10. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building, except as outlined in the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs." This includes failure of ventilation caused by blocked, nonoperative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building.

11. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed.

12. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "Reduced Warranty Coverage for Installation of Shingles on Insulated Roof Decks or Unventilated Roofs."

13. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY" tape or marking. Such Shingle product is sold on an "As Is", no warranty basis.

14. Any damage to Shingles applied in a closed-valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance.

15. Any claim under this Limited Warranty where the Owner or Transferee, if applicable, deliberately or negligently misrepresents or withholds any material fact.

## NO LIABILITY OR COVERAGE OUTSIDE TERRITORY

IKO does not provide any warranty for Shingles purchased in Canada, whether by the Owner or by any other party, that are installed in the United States or elsewhere not in Canada.

## LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles provides coverage to the original Owner of the Shingles. However, the original Owner may transfer this Limited Warranty one time during the first 10 years of the Warranty Period to the individual purchasing from the Owner the building on which the Shingles are installed (the "Transferee"), in accordance with the terms set out in this section.

If the original Owner dies prior to a permissible and valid transfer, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else, and the Limited Warranty ends on the death of the Owner. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property.

To validly transfer the Limited Warranty from the Owner to a Transferee during the first 10 years of the Warranty Period, the Owner must complete the transfer as follows:

- Notification of a request for transfer must be received in writing by IKO at the Warranty Services Office at the address is listed in the section entitled "Notification of Claims." Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles, and a copy of the property transfer documents.

Following the completion of a valid transfer of the Limited Warranty, the Transferee retains coverage for a maximum period of 10 years from the original date of installation of the Shingles by the Owner, after which point all Limited Warranty coverages are deemed to have expired. A Transferee has no Limited Warranty transfer rights.

## NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect that significantly affects the water shedding performance of the product. IN NO EVENT SHALL IKO OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of

income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this exclusion and limitation may not apply to you in those jurisdictions.

### REDUCED WARRANTY COVERAGE FOR LOW-SLOPE ROOFS

The Warranty Period, Iron Clad Protection coverage and annual reduction rates set out in this Limited Warranty only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The Warranty Period for Shingles installed on low-slope roofs (i.e., those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit [www.IKO.com/na](http://www.IKO.com/na) for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12. If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

### REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS OR UNVENTILATED ROOFS

The coverage under this Limited Warranty is reduced for any Shingles, which are applied to any of the following:

- a) Roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as “nail board insulation.”)
- b) Where insulation is installed immediately beneath an acceptable roof deck system.
- c) The roof system is unventilated or underventilated.

In the event that such Shingles are installed on insulated, underventilated or unventilated decks, the Warranty Period available to the Owner is reduced to 10 years with five years of Iron Clad Protection coverage. During the Beyond Iron Clad Protection Period, the annual reduction figure in this case shall be 10% per year for every year from when the Shingles were originally installed to the time the claim is filed with IKO.

### LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If IKO provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the completion of original installation of the Shingles that have been replaced.

### SEVERABILITY

Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

### NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within 30 days of becoming aware of the alleged concern. The Owner may reach IKO toll-free from within the Eastern Canada 1-800-361-5836 | Western Canada 1-800-521-8484
2. Provide all information requested by the IKO warranty claims representative in order to open a claim. The warranty claims representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry survey. Return the completed survey along with the following items:
  - a. A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of shingles purchased and the date of original purchase.
  - b. The required clear colour photos as detailed in the survey information.
  - c. Two complete sample Shingles from the roof that demonstrate the alleged concern. (If claim is for colour concerns, please send two full sample Shingles of the lighter colour and two full samples of the darker colour.)
  - d. Any other information requested by the warranty claims representative during the original reporting call.

4. All requested materials should be provided to IKO within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the responsibility of the Owner. **Claims materials should be sent to:** IKO Industries Ltd. 80 Stafford Drive, Brampton ON L6W 1L4

5. Provide IKO and its representative(s) with access to all of the IKO Shingles in question, the roof, and both the outside and inside of the building upon which the roof was installed for the purpose of investigating the claim, if IKO requests access. This request may include physical inspection of the roof surface, taking sample Shingles and photographing the roof surface and the attic space, should IKO determine that such information is needed.

If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

## **NOTIFICATION OF CLAIMS ( cont.)**

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

## **COLLECTION, USE AND DISCLOSURE OF INFORMATION**

Unless provided with Express Consent or unless disclosure is requested under the law, IKO will not disclose Owner or Transferees personal information obtained during the claim process to anyone.

Express consent shall mean:

- Written consent,
- Oral confirmation given to IKO Warranty Claims Representative,
- Electronic confirmation sent to IKO Warranty Claims Representative.

## **STORAGE OF INFORMATION**

Personal information collected during claim process may be stored and processed in or outside of Canada and may be subject to the laws of others jurisdictions.

## **IMPORTANT NOTICES**

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY. This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties that extend beyond the Limited Warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an IKO agent or employee, or any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, AND EXCEPT TOWARDS RESIDENTS OF QUÉBEC\* FOR DAMAGES RESULTING FROM IKO, ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES OWN ACT, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

## **NOT APPLICABLE TO RESIDENTS OF QUÉBEC\*: BINDING ARBITRATION**

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'S EMPLOYEES AND AGENTS) RELATING

TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY.

NOT APPLICABLE TO RESIDENTS OF QUÉBEC\*: TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND IKO AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE TO ARBITRATE AN ACTION AGAINST IKO, YOU MUST INITIATE THE ARBITRATION, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c. A-43, ALBERTA, AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO IKO BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, IKO WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NOT APPLICABLE TO RESIDENTS OF QUÉBEC\*: NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST IKO RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

\* "Residents of Québec" means residents of Québec which are consumers under the Consumer Protection Act (Québec).