



EMCO LIMITED

**BP FIVE-STAR SHINGLE WARRANTY
LIMITED WARRANTY**

THE FIVE-STAR WARRANTY:

EMCO LIMITED, ("EMCO"), warrants to the owner of the property on which BP shingles are installed that the shingles are free from manufacturing defects which may result in water leakage during the warranty period, subject to the conditions and restrictions set out below.

WHO MAY BENEFIT FROM THE FIVE-STAR WARRANTY?

The owner who installs BP shingles on his property located in Canada or the United States or who has them installed and any subsequent owner of the property, this warranty being fully transferable.

WHAT IS THE WARRANTY PERIOD?

The warranty period for the type of shingles installed is shown in Table "A" and starts on the date the installation of the BP shingles is completed.

TABLE "A"	
Type of shingles	Warranty period (years)
ECLIPSE	30
ECLIPSE H/R	*
TRADITION	30
HARMONY	25
HARMONY H/R	25
MIRAGE	25
ROOFMASTER	25
RAMPART	25
TITE-LOK	25
ESGARD PRO	25

WHAT IS THE MAXIMUM LIABILITY OF THE MANUFACTURER?

If a manufacturing defect appears during the first five (5) years of the warranty period (three (3) years in the case of LO/SLOPE shingles), EMCO will, at its option:

- (a) repair or replace, at its own expense, the defective shingles or
- (b) pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO's reasonable estimate at the time of the claim.

If a manufacturing defect appears after the fifth (5th) year of the warranty period (after the third year in the case of LO/SLOPE shingles), EMCO will pay to the owner of the property the repair or replacement cost of the defective shingles, according to EMCO's reasonable estimate at the time of the claim, reduced proportionally to the number of years elapsed since the completion date of installation of the BP shingles. This reduction or proration is set out in Table "B".

Note: Whenever possible, EMCO will replace defective shingles with shingles of the same color. However, because color variations exist between shingles manufactured at different times and because EMCO may discontinue or modify colors, EMCO reserves the right to replace defective shingles with shingles of the nearest color.

EMCO will not be responsible for differences in color between replacement shingles and others not replaced, if those differences

- (b) any damage to the shingles cause by gales, lightning, hurricanes, tornadoes, hailstorms, [earthquake](#), Acts of God, fortuitous events or force majeure;
- (c) any damage to the shingles caused by the settlement, distortion, failure, cracking or movement of the roof deck, walls or foundation of the building, as well as defects or failure of flashing or metal work;
- (d) any damage to the shingles caused by transport, misuse, or improper handling or storage of the shingles
- (e) any damage to the shingles caused by traffic on the roof or by impact of foreign objects;
- (f) any damage to the shingles cause by work performed on or to the roof;
- (g) any damage to the shingles caused by the failure to install the shingles using BP cements or equivalent cements that meet applicable CAN/CGSB or ASTM standards;
- (h) appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;
- (i) any claim which has been settled by way of a cash payment pursuant to this warranty; and
- (j) discoloration due to algae growth.

EXCLUSION OF CONSEQUENTIAL DAMAGES

EMCO hereby excludes coverage of all consequential damages of any kind resulting

STANDARD	
CITADEL	20
TITE-ON	20
LO/SLOPE	12

* The warranty period for H/R corresponds to the warranty of the laminated shingles installed on the rest of the roof. When sold separately, a 30-year warranty applies.

are caused by weathering.

WHAT STANDARDS MUST BE MET FOR THE WARRANTY TO BE VALID?

To benefit from the Five-Star Warranty, the following standards have to be met.

- (a) the shingles must have been installed in accordance with BP's published application instructions;
- (b) the roof and each part of it must be designed and built in accordance with Local and applicable National Building Codes. All roof structures must be provided with through ventilation and the deck over which the shingles are installed must meet minimum building requirements which differ from National building Codes, the more stringent requirement must be followed.

WHAT IS NOT COVERED?

The following are not covered by the Five-Star Warranty and, as such, EMCO will not, at any time, be liable for:

- (a) any property damage, physical injury or economic loss resulting, directly or indirectly, from a manufacturing defect in the shingles;

from the breach of this Warranty or from any failure to perform under the terms of this Warranty including, without limitation, any damage to the exterior or interior of the building upon which the shingle were installed or to the property contained therein, any injuries sustained by any person or any economic losses, commercial losses, loss of time, loss of use of the building or incidental charges such as telephone, travel or lodging expenses. Some states (provinces in Canada) do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply to you.

LIMITATION OF IMPLIED WARRANTIES

The duration of any implied warranties including, without limitation, implied warranties or merchantability or implied warranties of fitness are expressly limited to the duration of the warranty period applicable to the particular shingles installed. Some states (provinces in Canada) do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

HOW TO MAKE YOUR CLAIM?

Claims under the Five-Star Warranty must be made in writing as soon as the manufacturing defect is discovered and in any event no more than thirty (30) days after such discovery. Claims may be delivered by hand, transmitted by fax or sent by registered mail, to the following address:

EMCO Limited

In Eastern Canada and USA:
9510 St-Patrick LaSalle
(Quebec), Canada, H8R 1R9,
Fax no.: (514) 364-6739

In Western Canada: 3703 - 101
Avenue N.E., P.O. Box 576,
Edmonton, Alberta T5J 2K8 Fax
no.: (403) 465-1181

Attention: Quality Manager

The claim must include a copy of the invoice or contract establishing the date of installation of the shingles along with the warrant claim form.

EMCO will not accept any claim for repair work or replacement of defective shingles unless EMCO is given the opportunity to inspect the shingles and consents to the work, in writing.

TABLE "B"					
Years Since Installation	Warranty Period (see Table "A")				
	(12 years)	(20 years)	(25 years)	(30 years)	(35 years)
1	100.00%	100.00%	100.00%	100.00%	100.00%
2	100.00%	100.00%	100.00%	100.00%	100.00%
3	100.00%	100.00%	100.00%	100.00%	100.00%
4	75.00%	100.00%	100.00%	100.00%	100.00%
5	66.67%	100.00%	100.00%	100.00%	100.00%
6	58.33%	75.00%	80.00%	83.33%	85.71%
7	50.00%	70.00%	76.00%	80.00%	85.86%
8	41.67%	65.00%	72.00%	76.67%	80.00%
9	33.33%	60.00%	68.00%	73.33%	77.14%
10	25.00%	55.00%	64.00%	70.00%	74.29%
11	16.67%	50.00%	60.00%	66.67%	71.43%
12	8.33%	45.00%	56.00%	63.33%	68.57%
13	0.00%	40.00%	52.00%	60.00%	65.71%
14	-	35.00%	48.00%	56.67%	62.86%
15	-	30.00%	44.00%	53.33%	60.00%
16	-	25.00%	40.00%	50.00%	57.14%
17	-	20.00%	36.00%	46.67%	54.29%
18	-	15.00%	32.00%	43.33%	51.43%
19	-	10.00%	28.00%	40.00%	48.57%
20	-	0.00%	24.00%	36.67%	45.71%
21	-	-	20.00%	33.33%	42.86%
22	-	-	16.00%	30.00%	40.00%
23	-	-	12.00%	26.67%	37.14%
24	-	-	8.00%	23.33%	34.29%
25	-	-	4.00%	20.00%	31.43%
26	-	-	0.00%	16.67%	28.57%
27	-	-	-	13.33%	25.71%
28	-	-	-	10.00%	22.86%
29	-	-	-	6.67%	20.00%
30	-	-	-	3.33%	17.14%
31	-	-	-	0.00%	14.29%
32	-	-	-	-	11.43%
33	-	-	-	-	8.57%
34	-	-	-	-	5.71%
35	-	-	-	-	2.86%
36	-	-	-	-	0.00%

WHAT ELSE SHOULD THE OWNER KNOW?

Example: In the case of a claim in Rampart shingles, EMCO's maximum liability is reduced to 64% if such defects appear in the tenth year after installation

1. THERE ARE NO OTHER EXPRESS WARRANTIES OF EMCO, WHETHER ORAL OR WRITTEN, AND EMCO IS NOT RESPONSIBLE OR LIABLE FOR ANY PROMISES,

REPRESENTATIONS,
COMMITMENTS OR
AGREEMENTS MADE BY
EMPLOYEES, AGENTS OR
REPRESENTATIVES OF EMCO
WHICH ARE NOT IN
ACCORDANCE WITH THIS
WARRANT.

2. THIS WARRANTY GIVES
YOU SPECIFIC LEGAL RIGHTS
AND YOU MAY ALSO HAVE
OTHER RIGHTS WHICH VARY
FROM STATE TO STATE
(PROVINCE TO PROVINCE IN
CANADA). THIS WARRANTY
DOES NOT MODIFY OR
ORDER LEGISLATION WILL
NOT INVALIDATE THE
REMAINING PROVISIONS OF
THIS WARRANTY. SOME
LEGISLATION MAY FORBID
RESTRICTIONS UPON
WARRANTIES GRANTED BY
LAW. IN CASES COVERED BY
SUCH LEGISLATION, THESE
RESTRICTIONS DO NOT
APPLY TO THE OWNER OF
THE PROPERTY.

4. THIS FIVE-STAR
WARRANTY APPLIES ONLY
TO BP SHINGLES
PURCHASED AND INSTALLED
IN CANADA OR THE UNITED
STATES (CONTINENTAL U.S.,
ALASKA AND HAWAII).
WARRANTY INFORMATION IN
OTHER COUNTRIES MAY BE
OBTAINED FROM LOCAL
AUTHORIZED BP SHINGLE
DISTRIBUTORS. LIMIT THOSE
RIGHTS BUT SHALL RUN
CONCURRENTLY WITH THEM.

3. CANADA ONLY: ANY
PROVISION OF THIS
WARRANTY WHICH IS
INCOMPATIBLE WITH SOME
PUBLIC