



BUILDING PRODUCTS OF CANADA CORP.

## BUILT-UP ROOFING MATERIAL WARRANTY

EFFECTIVE JANUARY 1, 2016  
*Replaces all previous warranties*

### BUR SYSTEM – 10 YEAR LIMITED PRODUCT WARRANTY

Building Products of Canada Corp. "BP" hereby warrants to the original owner of a building (the "Building Owner") upon which the following BP products were installed: Asphalt either in bags, kegs or liquid, Wood Fibre board or Perforated Felt (the "BP Products") in a conventional Built-Up Roofing System are free from manufacturing defects that result in water leakage for a period of ten (10) years after the date of the completed installation (the "Warranty Period"), subject to the terms, conditions and restrictions set out below.

1. This warranty is available to the Building Owner of a building located in Canada or in the United States, on which the BP Products are installed in a conventional Built-Up Roofing System.
2. In the event that during the Warranty Period manufacturing defects in the BP Products result in water leakage on a building, and provided the BP Products were installed in strict compliance with applicable standards, instructions, specifications, local and national building codes at the time of installation, BP will reimburse the Building Owner the amount of the BP Products original purchase price, excluding labour and installation costs, reduced proportionally by the number of months elapsed since the installation date.
3. BP hereby excludes coverage of all direct and consequential damages of any kind or nature resulting from a defect in the BP Products, 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 BP Products were installed or to the property contained therein, any injuries sustained by any person, 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 Canadian provinces and U.S. states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you in those jurisdictions.
4. The following are not covered under this warranty and BP will not at any time be liable for:
  - a. Faulty or otherwise unacceptable installation, unacceptable roofing practices, non compliance to applicable standards.
  - b. Abusive, abnormal or unintended use of the BP Products installed in the Built-Up Roofing System; such as, but not limited to; excessive traffic on the roof, use of the building as a storage area or storage and/or stockpiling of materials or other objects on the BP Products;
  - c. Faulty building design and construction of the roof system, including but not limited to installing improper or incompatible materials;
  - d. Alterations, transformations, additions and/or repairs to the roof after completion of the Built-Up Roofing System;
  - e. Damage(s) resulting from falling objects regardless of the source, improper maintenance of the roof, lack of proper drainage or failure to exercise reasonable care;
  - f. **Force Majeure**, including, but not limited to; war, rioting, uprisings, acts of terrorism and natural catastrophes, including but not limited to; flooding, lightning, hail, earthquakes and windstorms;
  - g. Movement or deterioration of a material adjacent to or incorporated into the BP Products used as a direct or indirect base for the roof membrane, any defects in materials not manufactured by BP or any defects in the building structure or abnormal movement thereof.
5. Claims under this 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:

**Building Products of Canada Corp.**  
**9500 St. Patrick Street**  
**LaSalle, QC, Canada**  
**H8R 1R9**  
**Attention: Warranty Services**  
**Fax no.: 514 364-6739**
6. The Building Owner must provide BP with copies of invoices of the BP products purchased, roof plans, installation contract(s) and other such documentation (including such proof as may be required to demonstrate the Building Owner was the owner of the building at the time the BP Products were installed) and must prove to BP's standards (including but not limited to expert analysis of cut tests) that the water leakage is a direct result of defective BP Products.
7. The warranty described above is the sole and exclusive warranty provided by BP who expressly disclaims all other express or implied warranties, whether oral or written, including implied warranties or conditions of merchantability or conditions of fitness for a particular purpose. BP is not responsible for any promises, representations, commitments or agreements made by employees, agents or representatives of BP which are not in accordance with this warranty.
8. This warranty gives you specific legal rights and you may also have other rights which vary from province to province (from state to state in the United States). This warranty does not modify or limit those rights but shall run concurrently with them.
9. Canada only: Any provision of this warranty which is incompatible with 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 Building Owner.
10. This warranty applies only to BP Products (*Asphalt either in bags, kegs or liquid, Wood Fibre board or Perforated Felt*) installed in a conventional Built-Up Roofing System and the Building Owner is presumed to have read and understood the nature and scope of each clause of this warranty