



BUILDING PRODUCTS OF CANADA CORP.

# BP SHINGLE LIMITED WARRANTY

EFFECTIVE MARCH 1<sup>st</sup>, 2017  
Replaces all previous warranties

## THE BP LIMITED WARRANTY

Building Products of Canada Corp. ("BP") warrants to the owner (individual or couple) of the property on which BP shingles are installed that the shingles are free from manufacturing defects that result in water leakage during the limited warranty period, subject to the terms, conditions and restrictions set out below.

## WHO MAY BENEFIT FROM THE BP WARRANTY?

The original owner or the subsequent registered owner of a building located in Canada or in the United States, on which BP shingles are installed as required by this Warranty.

## LIMITED WARRANTY TRANSFERABILITY

This BP Shingle Limited Warranty (the "Warranty") is transferable only once, to the subsequent owner of the building. To transfer the Warranty to the subsequent owner, BP must be notified in writing within 30 days of the ownership transfer and such notice must include payment of BP's \$100.00 transfer fee.

For all shingles covered by the Limited Lifetime Warranty (MANOIR, EVEREST 42 and MYSTIQUE 42), if the transfer occurs in the first 10 years after the installation of the shingles, the Warranty Period (set out in the Limited Warranty Coverage Table below) will continue unchanged. For a transfer occurring after the 10<sup>th</sup> year of installation of the shingles, the Warranty Period will be the lesser of 2 years from the date of transfer or the balance of the original Warranty Period set out in the Limited Warranty Coverage Table below.

For YUKON SB and DAKOTA shingles, if the transfer occurs in the first 5 years after the installation of the shingles, the Warranty Period (set out in the Limited Warranty Coverage Table below) will continue unchanged. For a transfer occurring more than 5 years following the installation of the shingles, the Warranty Period will be the lesser of 2 years from the date of transfer or the balance of the original Warranty Period set out in the Limited Warranty Coverage Table below.

## WHAT IS THE WARRANTY COVERAGE?

The Warranty Periods are set out in the Limited Warranty Coverage Table below. Warranty Periods run from the date the installation of the BP shingles is completed.

If prescribed BP shingles are used for HIP & RIDGE (YUKON SB and DAKOTA) and starter strip, they will be warranted for the duration of the Warranty Period covering the shingles installed on the roof.

## Coverage during the Up-Front Coverage Period

If a manufacturing defect results in water leakage during the Up-Front Coverage Period as set out in the Limited Warranty Coverage Table below, BP will reimburse to the owner of the building the cost of the replacement or repair of the defective shingles, with identical or comparable BP shingles, **including** the cost of labour to install the BP shingles but **excluding** all other costs and expenses (such as metal work, flashings, vents, and tear-off and disposal of the products replaced), according to BP's reasonable estimate at the time of the claim but **not exceeding the total cost of the original labour and shingles.**

## Coverage After the Up-Front Coverage Period

If a manufacturing defect that results in water leakage during the remainder of the Limited Warranty Period as set out in the Limited Warranty Coverage Table below, BP's Warranty coverage will be calculated using the Maximum Material Liability After Up-Front Coverage per square (100 ft<sup>2</sup>) as determined in the Limited Warranty Coverage Table, reduced for the number of months elapsed since installation.

## LIMITED LIFETIME WARRANTY

For eligible owners and buildings, MANOIR, EVEREST 42 and MYSTIQUE 42 shingles will be warranted for the lifetime of the original owner or the registered subsequent owner, according to the terms and conditions set out in the section

below and subject to the other terms, conditions and limitations of this Warranty.

## WHAT ARE THE ADDITIONAL REQUIREMENTS FOR THE LIMITED LIFETIME WARRANTY?

The Limited Lifetime Warranty covers individual owners who apply MANOIR, EVEREST 42 and MYSTIQUE 42 shingles to their single-family homes (or row house with a physically delimited roof) provided the individual is the sole owner of the home which serves as the owner's residence. Commercial and industrial buildings, condominiums, multi-occupant buildings, health care institutions, schools, religious institutions and all buildings which are not used "as a primary residence" for the owner and owner's family are not eligible; in such cases the 40-year Warranty Period is applicable.

**The Limited Lifetime Warranty does not constitute and should not be interpreted as a statement or representation as to the durability of BP shingles.**

## WIND DAMAGE LIMITED WARRANTY

BP warrants its MANOIR, EVEREST 42 and MYSTIQUE 42 shingles for 15 years after the installation of the shingles and its YUKON SB and DAKOTA shingles for 5 years after the installation of the shingles, against blow off or damage due to wind velocities, including gusts, up to the speeds specified in the Limited Warranty Coverage Table (Regular Installation) below.

For the Warranty against wind blow-off to take effect, the self-seal adhesive must be subjected to sufficient heat to activate the bond. When the shingles are installed in environmental conditions that will not produce such temperature or in very windy areas, the shingles should be sealed down with spots of asphalt plastic cement as specified in CSA A123.51-M85. In addition, contamination of the self-sealing adhesive by dust or foreign matter may prevent the sealing strip from achieving a full thermal seal. Prior to sealing, shingles are more vulnerable to wind damage.

**The foregoing Wind Damage Limited Warranty does not apply unless the shingles have been installed as required by this Warranty and self-sealing adhesive strips have properly bonded.**

If BP shingles which meet the above conditions blow off or are damaged by winds not exceeding the velocities set out in the Limited Warranty Coverage Table (Regular Installation) below, BP will, at its option, reimburse the owner of the building the reasonable cost of replacing the blown off or damaged shingles and/or hand sealing the remaining shingles, as required. Data

available from Environment Canada and/or the National Weather Service will be used to determine wind and gust speeds.

## HIGH WIND LIMITED WARRANTY

High wind Warranty coverage for wind velocities, including gusts, up to the speeds specified in the Special High Wind Installation section of the Limited Warranty Coverage Table below is only available when shingles are fastened with 6 nails and the shingles at the roof edges are secured with a thin 4 inch wide layer of asphalt plastic cement. If the shingles are not installed according to the Special High Wind Installation instructions, the terms and conditions of the Wind Damage Limited Warranty applies up to the speeds specified in the Limited Warranty Coverage Table under Regular Installation.

## ALGAE LIMITED WARRANTY

BP warrants that its shingles will not be affected by "blue-green" algae (cyanobacteria or gloeocapsa magma). This Algae Limited Warranty is valid for the first 10 years following installation of MANOIR, EVEREST 42 and MYSTIQUE 42 shingles and the first 5 years following installation of YUKON SB and DAKOTA shingles. Should the presence of such algae be detected on the shingles within the foregoing designated periods, BP's sole obligation will be to pay to the owner the cost to clean the affected shingles, subject to a maximum amount calculated as: \$15.00 per square of shingles (100 ft<sup>2</sup>) reduced by a fraction, the numerator of which is the number of months elapsed since the original installation and the denominator of which is the total period covered 120 months for MANOIR, EVEREST 42 and MYSTIQUE 42 shingles and 60 months for YUKON SB and DAKOTA shingles.

## WARRANTY COVERAGE FOR BP SHINGLES INSTALLED OVER INSULATED OR NON-VENTILATED ROOF DECKS

Where shingles are installed on Insulated roof decks or non ventilated surfaces, on any type of building, the coverage for any BP shingles, under this limited warranty, is limited to 10 years, without any Up-Front coverage period. The maximum material liability of the shingles, as determined in the Limited Warranty Coverage Table, is reduced by 10 % per year following the date of installation.

## COVERAGE LIMITATIONS AND PAYMENT

The Warranty coverage for shingles which are installed for repair or replacement under this Warranty shall be limited, in all cases, to the remainder of the Warranty Period and balance of coverage applicable to the shingles that were repaired or replaced.

LIMITED WARRANTY COVERAGE TABLE

Shingle Model	Warranty Period (in years)	Up-Front Coverage Period (in years)	Maximum Material Liability After Up-Front Coverage (\$ / square <sup>1</sup> )	Limited Wind Warranty					
				Regular Installation			Special High Wind Installation		
				Warranty Period (in years)	km/h	mph	Warranty Period (in years)	km/h	mph
Manoir	Lifetime / 40*	15	50	15	180	110	15	220	135
Everest 42	Lifetime / 40*	15	45	15	180	110	15	220	135
Mystique 42	Lifetime / 40*	15	40	15	180	110	15	220	135
Yukon SB	30	5	35	5	180	110	5	200	125
Dakota	25	5	30	5	180	110	5	200	125
Hip & Ridge	As per shingles installed								

\* Warranty Period applicable to non single family homes

1) 1 square = 3 bundles

Since changes to design, colours and composition of products may be made from time to time, it is possible that shingles matching those originally installed may not be available at the time of repair or replacement. BP will not incur any liability by reason of such product changes beyond the limits set out in this Warranty.

BP shingles and roofing products must be used exclusively in all cases where repair or replacement is authorized under this Warranty.

BP's Warranty coverage is conditional upon completion of any repairs or replacement within 1 year of acceptance of a Warranty claim.

### LIMITATION OF IMPLIED WARRANTIES AND CONDITIONS

**THE DURATION OF ANY IMPLIED WARRANTIES OR CONDITIONS INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR IMPLIED WARRANTIES OR CONDITIONS OF FITNESS ARE EXPRESSLY LIMITED TO THE DURATION OF THE WARRANTY PERIOD APPLICABLE TO THE PARTICULAR SHINGLES INSTALLED. SOME CANADIAN PROVINCES AND U.S. STATES DO NOT ALLOW LIMITATIONS ON THE DURATION OF AN IMPLIED WARRANTY OR CONDITION, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.**

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

To benefit from the Warranties set out herein, the following standards must be met:

- (a) the shingles must be installed in accordance with BP's published application instructions; and
- (b) the roof and each part of it must be designed and built in accordance with the applicable local and National Building Codes. The deck over which the shingles are installed must meet minimum building code requirements. Where local building codes have specific requirements which differ from National Building Codes, the more stringent requirement must be followed.

### EXCLUSION OF CONSEQUENTIAL DAMAGES

**BP HEREBY EXCLUDES COVERAGE OF ALL CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE RESULTING 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 SHINGLES 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 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.

### WHAT IS NOT COVERED?

The following are not covered under this Warranty and BP 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;
- (b) any damage to the shingles caused by lightning, hurricanes, tornadoes, hailstorms, earthquakes, 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, improper drainage, erosion, ordinary wear and tear, failure to perform required roof maintenance, as well as faulty flashing or metal work;
- (d) any damage to the shingles caused by transport, misuse or improper handling or storage of the shingles after they leave BP's possession;
- (e) any damage to the shingles caused by traffic on the roof or by the impact of foreign objects;
- (f) any damage to the shingles caused by work performed on or to the roof;
- (g) any damage to the shingles caused by the failure to install the shingles using plastic asphaltic cement that meet applicable CAN/CGSB or ASTM standards or failure to install in accordance with BP's published application instructions or good roofing practices;
- (h) appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;
- (i) any variation in appearance due to normal ageing of shingles;
- (j) any discoloration due to algae or moss growth not specifically covered in this Warranty;
- (k) any variation in colour or shading;
- (l) any water infiltration due to improper installation of shingles, flashings or any other material;
- (m) any water infiltration (and/or condensation) due to improper attic ventilation;
- (n) any back surfacing transfer or asphalt staining;
- (o) any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals or modifications of any kinds;
- (p) roofing and/or decking nails or staples backing out and either perforating or pushing up the shingles; and
- (q) any claim which has been settled by way of a cash payment pursuant to this Warranty.

On low slope roofs between 2/12 and 3/12, only DAKOTA or YUKON SB shingles can be used. On low slopes between 3/12 and 4/12, DAKOTA, YUKON SB, MANOIR, EVEREST 42 and MYSTIQUE 42 can be used.

**BP reserves the right at any time to modify or discontinue any of its products and will not be liable as a result of any such change. If original product or colour is no longer available, BP may substitute products which are comparable in price and quality.**

### HOW TO MAKE YOUR CLAIM?

Claims under this Warranty must be made in writing as soon as the manufacturing defect is discovered and in any event no more than 30 days after such discovery. Claims may be delivered by hand, transmitted by fax or sent by registered mail to the address of BP, namely:

**Building Products of Canada Corp.**

**9500 St. Patrick Street, LaSalle, QC, Canada H8R 1R9**

**Fax no.: 514 364-6739**

### Attention: Warranty Services

The claim must include a copy of the invoice and contract establishing the date of installation of the shingles.

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

### WHAT ELSE SHOULD THE OWNER KNOW?

1. THE WARRANTIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY BP. EXCEPT IN THE PROVINCE OF QUEBEC, BP EXPRESSLY DISCLAIMS ALL OTHER EXPRESS WARRANTIES, WHETHER ORAL OR WRITTEN, AND BP IS NOT RESPONSIBLE OR LIABLE FOR ANY PROMISES, REPRESENTATIONS, COMMITMENTS OR AGREEMENTS MADE BY EMPLOYEES, AGENTS OR REPRESENTATIVES OF BP WHICH ARE NOT IN ACCORDANCE WITH THE WARRANTIES ABOVE.
2. 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.
3. 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 OWNER OF THE PROPERTY.

**THIS WARRANTY APPLIES ONLY TO BP SHINGLES PURCHASED AND INSTALLED IN CANADA OR THE UNITED STATES (CONTINENTAL UNITED STATES, ALASKA AND HAWAII). WARRANTY INFORMATION IN OTHER COUNTRIES MAY BE OBTAINED FROM LOCAL AUTHORIZED BP SHINGLE DISTRIBUTORS.**

LIMITED WARRANTY PRORATION TABLE: LAMINATE SHINGLES <sup>1</sup>				
	Warranty Years	Up-Front Coverage Period	Prorated Period	
			YEARS 16 TO 40	YEARS 41 AND BEYOND
Residential single family home	LIFETIME	1 – 15 100%	COVERAGE REDUCED BY 144/180	COVERAGE REDUCED BY 432/480
			YEARS 16 TO 40	YEARS 41 AND BEYOND
Non-residential / other type of building / owner	40	1 – 15 100%	COVERAGE REDUCED BY 144/180	NO COVERAGE

LIMITED WARRANTY PRORATION TABLE: 3-TAB SHINGLES				
Shingle Model	Warranty Period		Reduction Factor	
	Years	Months	Reduction for the first 180 months	Reduction for the remaining months
Yukon SB	30	360	X / 225	R / 900
Dakota	25	300	X / 225	R / 600

<sup>1</sup> Manoir, Everest 42 & Mystique 42

Ex. On BP Laminate shingles, for years 16 to 40 after installation, coverage proration is reduced by 144/180. As of year 41 after installation, coverage proration is reduced by and remains fixed at 432/480 for as long as the Limited Lifetime Warranty conditions apply.

X = Number of months since installation R = Number of months beyond 180 months

Ex. Coverage proration reduction for a 30 Year Yukon SB at Yr 20: (180/225) + (60/900) = 0.8 + 0.06 = 0.86. The coverage is reduced by 86%.