

# BP WEATHER-TITE™ ROOFING SYSTEM LIMITED WARRANTY



BUILDING PRODUCTS OF CANADA CORP.

EFFECTIVE JANUARY 1, 2019 – VERSION 1



## WHAT DOES THE LIMITED WARRANTY COVER?

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

In order to qualify as a BP WT Roofing System, the following WT System materials must be installed: BP shingles, BP Hip & Ridge shingles, BP shingles for starter strip, BP eave protection and BP roofing underlayment. To be eligible, BP's WT Roofing System must be installed in accordance with BP's application instructions and applicable building code requirements.

## WHO MAY BENEFIT FROM THE LIMITED WARRANTY?

The original owner or the subsequent registered owner (individual or couple) of a building located in Canada or in the United States on which a WT Roofing System has been installed.

## WEATHER-TITE™ ROOFING SYSTEM LIMITED WARRANTY TRANSFERABILITY

This BP Limited Warranty is transferable only once, to the subsequent owner of the property, duly registered, by submitting a request in writing within 60 days of the property ownership transfer.

If the transfer occurs in the first 20 years after original installation of BP shingles bearing the limited lifetime warranty (being Vanguard 42 IR, Manoir and Mystique 42 shingles), or in the first 10 years after original installation of BP shingles bearing the limited 30-year warranty (being Yukon SB shingle), or in the first 10 years after original installation of BP shingles bearing the limited 25-year warranty (being Dakota shingle), the warranty period (as set out in the Limited Warranty Coverage Table below) will continue unchanged.

For transfers occurring after the first 20 years following the original installation of BP shingles bearing the limited lifetime warranty (being Vanguard 42 IR, Manoir and Mystique 42 shingles), or after the first 10 years following the original installation of shingles bearing the limited 30-year warranty (being Yukon SB shingle), or after the first 10 years following the original installation of BP shingles bearing the limited 25-year warranty (being Dakota shingle), 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 WEATHER-TITE™ ROOFING SYSTEM LIMITED WARRANTY COVERAGE?

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

Prescribed BP shingles used for Hip & Ridge and starter strip are warranted for the duration of the warranty period covering the shingles installed on the roof.

### Coverage during the Total Protection Period

If a manufacturing defect results in water leakage during the Total Protection Period as set in the Limited Warranty Coverage Table below, BP will reimburse to the owner of the property the cost of the replacement or repair of the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work,

vents, tear-off and disposal of the products replaced, according to BP's reasonable estimate at the time of the claim and **not exceeding the original labour and materials cost.**

### Coverage during the Up-Front Protection Period

If a manufacturing defect results in water leakage after the end of the Total Protection Period but before the end of the Up-Front Coverage Period as set in the Warranty Coverage Table below, BP will reimburse to the owner of the property the cost of the replacement or repair of the defective shingles and all other related BP WT Roofing System components using identical or comparable BP products, **including** the cost of labour to install these materials and the cost of any related metal work, vents, tear-off of the products replaced but **excluding** the disposal cost, according to BP's reasonable estimate of the cost of that work at the time of the claim and **not exceeding the original labour and materials cost.**

### Coverage After the Up-Front Protection Period

If a manufacturing defect results in water leakage during the residual Warranty Period as set out in the Limited Warranty Coverage Table below, BP's warranty coverage will be calculated using the Maximum Material Liability per square, reduced by the number of months elapsed since installation, as set out in the Limited Warranty Coverage Table below.

## BP LIMITED LIFETIME WARRANTY

For eligible owners, Vanguard 42 IR, Manoir and Mystique 42 shingles will remain warranted for the lifetime of the original owner or subsequent registered Warranty holder according to the terms, conditions and limitations set out in this Warranty.

At the end of 40 years after installation of the BP WT Roofing System, BP's remaining coverage will be 10% as set out in the Limited Warranty Coverage Table below. Under the Limited Lifetime Warranty, BP's coverage will continue without further reduction, for the lifetime of the owner.

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

## TYPE OF ELIGIBLE BUILDINGS FOR LIFETIME LIMITED WARRANTY

The Residential coverage as set in the Limited Warranty Coverage Table below covers the individual owner who applies a BP WT Roofing System to his/her single-family home (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 as set forth in the Limited Warranty Coverage Table below.

## WIND DAMAGE LIMITED WARRANTY

BP warrants its Vanguard 42 IR, Manoir and Mystique 42 shingles for 15 years and its Yukon SB and Dakota shingles for 5 years against blow off or damage due to wind velocities, including gusts, up to the speeds specified in the Wind Warranty Table (Regular Installation) on back.

For this 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 temperatures 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 correctly 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 Wind Warranty Table (Regular Installation) on back, BP will, at its option, reimburse to the owner of the property 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.

LAMINATE SHINGLES LIMITED WARRANTY COVERAGE TABLE

Shingle	Warranty Length (years)	Total Protection Period (years)	Up-Front Protection Period (years)	Residual Warranty Period Coverage (years)	Lifetime Coverage (years)	Maximum Material Liability After Up-Front Coverage (\$ / square')
<b>RESIDENTIAL (SINGLE FAMILY HOME)</b>						
Vanguard 42 IR	Lifetime	1-5	6-20	20% for years 21-50	51 and beyond 10%	75
Manoir Mystique 42	Lifetime	1-2	3-20	20% for years 21-40	41 and beyond 10%	50 45
<b>NON-RESIDENTIAL / OTHER TYPE OF BUILDING / OWNER</b>						
Vanguard 42 IR	50	1-2	3-20	20% for years 21-50	na	75
Manoir Mystique 42	40	1	2-20	20% for years 21-40	na	50 45

3-TAB SHINGLES LIMITED WARRANTY COVERAGE TABLE

<b>ALL BUILDINGS</b>						
Shingle	Warranty Length (years)	Total Protection Period (years)	Up-Front Protection Period (years)	Reduction for the first 180 months	Reduction in the residual period	Maximum Material Liability After Up-Front Coverage (\$ / square')
Yukon SB Dakota	30 25	1	2-10	X/225	R/900 R/600	35 30

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%. 1) 1 square = 3 bundles

## 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 Wind Warranty Table below is only available when shingles are fastened with 6 nails and shingles at the roof edges are secured with a thin 10 cm (4 inches) wide layer of 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 Wind Warranty 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 Vanguard 42 IR, Manoir 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 or repair the affected shingles, subject to a maximum amount calculated as: \$15.00 per square of shingles (9.29 m<sup>2</sup> – 100 sq. ft.) 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 Vanguard 42 IR, Manoir and Mystique 42 shingles and 60 months for Yukon SB and Dakota shingles.

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

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

Should BP determine that the defect is in no way related to the ventilation of the deck, the coverage will be deemed to be 1 year of Total Protection for all shingles, on any type of building. After the 1 year Total Protection period, the calculation of the coverage is based on a 10 year period from the date of installation, where the maximum material liability, as determined in the Limited Warranty Coverage Table, is reduced by 10% per year.

## COVERAGE LIMITATIONS AND PAYMENT

The warranty coverage for BP 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.

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 payment is conditional upon completion of any repair 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 LIMITED WARRANTY PERIOD APPLICABLE TO THE PARTICULAR SHINGLES INSTALLED. SOME CANADIAN PROVINCES AND U.S. STATES 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.**

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

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

- the BP WT Roofing System must be installed in accordance with BP's installation instructions and,
- the roof and each part of it must be designed and built in accordance with local and applicable 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 LIMITED WARRANTY OR FROM ANY FAILURE TO PERFORM UNDER THE TERMS OF THIS LIMITED 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 be liable for:

- any property damage, physical injury or economic loss resulting, directly or indirectly, from a manufacturing defect in the shingles;
- any damage to the shingles caused by lightning, hurricanes, tornadoes, hailstorms, earthquakes, Acts of God, fortuitous events or force majeure;
- 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;
- any damage to the shingles caused by transport, misuse or improper handling or storage of the shingles after they leave BP's possession;
- any damage to the shingles caused by traffic on the roof or by the impact of foreign objects;
- any damage to the shingles caused by work performed on or to the roof;
- 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;
- any appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation;
- any variation in appearance due to normal ageing of shingles;
- any discoloration due to algae or moss growth not specifically covered in this Warranty;
- any variation in colour or shading;
- any water infiltration due to improper installation of shingles, flashings or any other material;
- any water infiltration (and/or condensation) due to improper attic ventilation;
- any back surfacing transfer or asphalt staining;
- any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals or modifications of any kinds;

- any roofing and/or decking nails or staples backing out and either perforating or pushing up the shingles; and
- any claim which has been settled by way of a cash payment pursuant to this Warranty.

**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 1R8  
 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 as well as all other WT Roofing System products. BP will not accept any claim for repair work or replacement of defective shingles unless BP is given the opportunity to evaluate and inspect the shingles prior to any repair or replacement and consents in writing to the work.

## WHAT ELSE SHOULD THE OWNER KNOW?

- THE WARRANTIES DESCRIBED ABOVE ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY BP. EXCEPT IN THE PROVINCE OF QUEBEC, BP EXPRESSLY DISCLAIMS ALL OTHER 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.
- 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 U.S.). THIS LIMITED WARRANTY DOES NOT MODIFY OR LIMIT THOSE RIGHTS BUT SHALL RUN CONCURRENTLY WITH THEM.
- FOR CANADA ONLY: ANY PROVISION OF THIS LIMITED WARRANTY WHICH IS INCOMPATIBLE WITH LEGISLATION WILL BE DEEMED UNWRITTEN BUT WILL NOT INVALIDATE THE REMAINING PROVISIONS OF THIS LIMITED 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(S) OF THE PROPERTY.

**THIS LIMITED WARRANTY APPLIES ONLY TO BP SHINGLES PURCHASED AND INSTALLED IN CANADA AND THE UNITED STATES.**

WIND WARRANTY					
Shingle	Limited Warranty Period (in years)	Regular Installation		Special High Wind Installation	
		km/h	mph	km/h	mph
<b>ALL BUILDINGS</b>					
Vanguard 42 IR Manoir Mystique 42	15	180	110	220	135
Yukon SB Dakota	5	115	70	130	80