

# **Enviroshake® Inc.**

## **Limited Life Time Fully Transferable Material Warranty**

Enviroshake Inc. has manufactured **Enviroshake®** a unique, environmentally friendly maintenance free product which is engineered to lighten to a grey colour that is similar to a cedar roof, when exposed to the elements.

**Each Enviroshake® (“the Product”) purchased by the Customer is warranted for the lifetime that the original purchaser resides in the property. This applies only to single family detached residences; for all other structures the coverage period is 50 years. The product warranty is transferable and non-pro-rated to the new owner(s) for a period of 50 years from the date of manufacture, stamped on the Product.** This Product is guaranteed against any failure arising from defective design or manufacture. It will not peel, separate, flake, rust or rot. In order for this warranty to be effective:

- The Purchaser must return or **complete online at [www.enviroshake.com](http://www.enviroshake.com)**, the warranty registration card within 30 days of purchase. Mail to: Enviroshake Inc., P.O. Box 1462, Chatham, ON. Canada N7M 5W8.
- **Enviroshake® reserves the right to carry out an inspection of the installation prior to granting the warranty.**
- **The product must be installed by a Certified Installer that has proof of valid certification from Enviroshake. (This can also be confirmed with Enviroshake Inc.)**

As a composite product that is manufactured to replicate the look of a “weathered” cedar roof, the shakes will fade over time once installed, and will demonstrate a variance of grey color shades from dark grey to light grey similar to an aged cedar roof. This is an ongoing process over time and the transition will vary between regions and will vary between individual shakes. Over time this will even out, but there may still be variations so as to maintain the “weathered” look. Despite being factory shuffled, the installer should still be aware of color variations between bundles and skids when installing, as some additional shuffling may be required on site to avoid patching. **In the event of any discrepancy regarding the “weathering” of the shakes, Enviroshake® Inc. will only address this after 24 months from installation. It will be the discretion of Enviroshake® Inc. as to whether further “weathering” will be required. Any warranty replacement material is not guaranteed to fade to the exact colour as the original material.**

The replacement of any defective Enviroshake Product shall be the sole remedy of the Customer and Enviroshake Inc. shall not be liable for any direct or indirect, incidental or consequential, loss or damage suffered by the Customer by reason of any defective design or manufacture of the Product, the inability to use the Product, or failure of the Product. This Warranty shall include only Enviroshake materials used in the replacement of any defective if, in the opinion of an authorized factory representative, the Product proves to be defective. **The labour is warranted by the installer per their agreement with the Purchaser. Replacement of material is for damaged material only, and all or any material is FOB Chatham Ontario plant.**

This Warranty does not cover any damage to or defect in the Product directly or indirectly, wholly or partly attributable to the misuse, abuse or neglect of the Product, including any damage to the Product resulting from any alterations or modifications of the Product, whether by the addition of chemicals, solvents, paints, stains or otherwise, or the removal of any material or substance applied to and/or accumulated on the Product after installation by the Customer or its agents and further excludes any damage of any kind to the Product where it is combined or incorporated into other structures or is used in any use except as a roof covering.

The Warranty further excludes any damage to the Product caused by inadequate ventilation of the roofing system or caused by the installation of the Product in a manner not in accordance with the manufacturer’s recommendations and specifications or caused by vandalism, improper storage by the Customer, acts of God, fire or accidental damage by the Customer, by third parties, or by natural occurrences. The warranty also does not cover damage from tornados, ice and water build up, acid rain, lightning, falling objects – environmental or otherwise- nor damage caused by wildlife.

This Warranty is specifically provided in lieu of all other expressed or implied warranties including implied warranties of merchantability or fitness for a particular purpose and no person is authorized to give any further representation or warranty or assume any further obligation on behalf of Enviroshake Inc. with respect to the Product other than as printed here. The customer may transfer this warranty, as long as it has been registered with Enviroshake Inc., and the original warranty certificate is passed to the new homeowner. This warranty is void unless the customer provides Enviroshake Inc. with written proof of the transfer, a copy of the original warranty certificate, and a cheque from the new homeowner for \$100 within 45 days of the new possession date.

In the event a customer believes that they have a claim under this Warranty, they must send a written notice of that claim within 30 days of the claim arising. They must provide proof of the claim as may be required by Enviroshake Inc. Failure to comply with this paragraph will void this Warranty.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except as otherwise provided herein, the parties agree that the courts of the Province of Ontario will have non-exclusive jurisdiction to determine all disputes and claims arising under or pursuant to this Agreement.

Enviroshake Inc.