# GREEN EARTH CEDAR PRODUCTS LTD. Cedar Shakes & Shingles 40yr / Lifetime Limited Warranty

# Products

This limited warranty covers Green Earth brand cedar shakes and/or shingles which are listed under Terms of Warranty. The warranty is extended to the original homeowner only, from the date of completed installation.

#### Terms of Warranty

Lerms of Warranty Subject to the limitations and exclusions as set forth in this warranty, Green Earth warrants to the original homeowner that the products have been manufactured, inspected and graded in accordance with CSA Standard 0118.1 and/or U.B.C. Standards 15-3 or 15-4 and the shakes or shingles will remain free from leaks caused by product defects as described in the above standards. The warranty period for Number 1 Grade and Premium Grade products and their pro-rata warranty periods are listed below.

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#### Remedies

If warranted shakes or shingles leak within the warrantable period due to product defects described under Terms of Warranty, Green Earth, at its sole election, will furnish replacement shakes or shingles or refund a pro-rata portion of the amount the original homeowner paid for the shakes or shingles.

#### The pro-rata refund works as follows:

The pro-rata retund works as follows: Within the first year of the Warranty Period Green Earth will pay 100% of the original cost of the defective shakes or shingles which caused the leak. During the remaining Warranty Period Green Earth will pay a pro-rata share of the original cost of the defective shakes or shingles which caused the leak, based upon a percentage of the Warranty During the main first share of the original cost of the defective shakes or shingles which caused the leak, based upon a percentage of the Warranty Period remaining.

#### Limitations and Exclusions from Warranty

This limited warranty shall not be effective unless each and e bundle of shakes or shingles applied to the field of the roof is properly tagged with the Green Earth label.

This warranty shall not apply to cedar shakes or shingles installed in Alabama, Delaware, Florida, Georgia, Hawaii, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Texas (in the counties of Angelina, Austin, Brazos, Chambers, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Orange, Liberty, Montgomery, Newton, Polk, Sabaine, San Augustine, San Jacinto, Trinity, Tyler, Walker, Waller and Washington). Virginia and West Virginia, unless they are C.C.A. preservative treated cedar shakes and shingles warranted under the C.C.A. Warranty Program

- This warranty does not cover:
   Improper installation. All Green Earth shakes or shingles must be applied in accordance with manufacturer's recommendations and current building code standards.
   Improper use. Any shakes or shingles not used for normal roof applications.
- applications.
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- Ancillary costs. The costs of any tear-off, installation, vents, underlayments, fasteners or any other related materials. Acts of God. Product failure caused by hurricane, tornado, lightning, flood, fire, falling objects, civil commotion, or acts of God. 4.

- Failure caused by other circumstances. Product failure caused by settling of the building foundation, warping, distortion, failure of the roof deck or walls, or damages caused by ventings, metal work, flashings, underlayments, fasteners or other material used in the application of the roof.
   Neglect. Product failure due to improper handling, use or maintenance, including the buildup of leaves, needles, moss, dirt and other debris.
   Modifications. Product failure due to repairs of alterations of the roof or walls after initial installation.
- roof or walls after initial installation.
- roof or walls after initial installation.
  Other products. Product failure caused by flashings, vents, underlayments, skylights, solar heating apparatus, paints, coatings, solutions, etc.
  Consequential Damage. Any damage of any kind whatsoever, including damage to the interior or exterior of the building.
  Damages of any kind suffered by anyone other that the original owner.
- owner
- owner.
  11. Insects or Animals. Product failure caused by insects or animals.
  12. Improper Ventilation or Drainage. Product failure caused by improper ventilation on roof drainage that is not in accordance with FHA or UBC standards.
  13. Factors Beyond Green Earth's control. Product failure caused by further the run beyond the caster of Green Earth Coding.
- ractors beyong Green Earth's control. Product failure caused by factors that are beyond the control of Green Earth Cedar Products. The serviceable life of a cedar shake or shingle is affected by several factors such as climate index, quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of underlayments. Green Earth Cedar Products assumes no responsibility for product failure or damage caused by these factors.

# SOLE WARRANTY

SOLE WARRANTY THIS WARRANTY IS IN LIEU OF ANY OTHER WARRANTY OFFERED BY GREEN EARTH CEDAR PRODUCTS, WHETHER ORAL OR WRITTEN, EXPRESS OR IMPLIED, AND, EXCEPT AS EXPRESSLY PROVIDED HEREIN, GREEN EARTH CEDAR PRODUCTS DISCLAIMS ALL WARRANTES OR REPRESENTATIONS REGARDING ANY SPECIFIC QUALITES OR CHARACTERISTICS OF THE WARRANTED PRODUCTS. INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. GREEN EARTH CEDAR PRODUCTS SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, PERSONAL OR PROPERTY DAMAGES (INCLUDING DAMAGES TO THE BUILDER OR ITS CONTENTS, OCCUPANTS OR INSTALLERS) RESULTING FROM PRODUCTS COVERED BY THIS WARRANTY OR THEIR INSTALLATION. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. SO THE ABOVE MAY NOT APPLY TO YOU.

#### **Registration of Warranty**

**Registration of Warranty** This warranty is effective only upon proper registration with Green Earth. To register a warranty, the attached warranty registration card must be completed and signed by both the installer and homeowner. The registration must be sent within 30 days of roof application, accompanied by ten (10) representative labels from Green Earth material applied to the roof and a copy of the roofing contract.

# **Notification of Claims**

To make a claim under this warranty, the original owner must, within thirty (30) days after discovery of the alleged defect to which the claim relates, send a written description of the claim along with copies of the Warranty Registration form, and proof of purchase to Green Earth Cedar Products, 1360 Columbia Street, Abbotsford, B.C. V2T 5X8 Canada Green Earth Codar and the service

Green Earth Cedar products reserves the right to have a Green Earth representative inspect all warranted products that are claimed to be defective under the terms of this warrants. Any alteration, removal, or repair of material claimed to be defective prior to settlement of the claim shall bar any right to seek relief under the warranty.

# **Entire Warranty**

This document contains the entire warranty and may not be altered by any wholesale dealer, roofer, or contractor.

Fill out this registration promptly after job completion. Detach and send via mail to Green Earth Cedar Products 1360 Columbia Street, Abbotsford, B.C. Canada V2T 5X8 Retain a copy for your records

# **GREEN EARTH WARRANTY REGISTRATION**

Owner's Name			, 	<ul> <li>Location of Inst</li> </ul>	allation				
City	State/Province			e	Zip/Postal Code				
		Type of "Green E	arth Cedar" Shakes or	Shingles Applied,	Number 1 Grade	e and Premium Grade	Only		
Product Type Split & Resawn Split & Resawn Split & Resawn Split & Resawn	<u>Dimensions</u> 18" x 1/2" 18" x 3/4" 24" x 1/2" 24" x 3/4"	Period 40 years 50 years 40 years 50 years	<u>Product Type</u> Split & Resawn Split & Resawn Taper Sawn Taper Sawn Taper Sawn	Dimensions 24" x 1" 24" x 1 1/4" 18" x 5/8" 18" x 3/4" 24" x 5/8"	<u>Period</u> 65 years life time 40 years 50 years 40 years	<u>Product Type</u> Taper Sawn Shingle Shingle Shingle	Dimensions 24" x 3/4" 18" Perfection 24" Royal 16" 5X	Period 50 years 40 years 40 years 40 years	
Date of Completed Installation					Number of Squares				
Contractor				Address					
Name				_ Signature					
Homeowner's Sign	ature								

Send via mail to Green Earth Cedar Products, 1360 Columbia St, Abbotsford, B.C. Canada V2T 5X8 Registration must be accompanied by ten (10) representative Green Earth Shake or Shingle labels