

RESIDENTIAL ROOFING WARRANTY DOCUMENT

Penfolds® Residential Roofing Inc. (Penfolds®) warrants to the owner of the property and all subsequent owners on which the product is installed that water leakage will not occur to the interior of the building during the warranty period, subject to the conditions and restrictions set out in this Warranty Document. This Warranty Document covers all work contracted and paid for in the Project Reference # below. This Warranty Document supersedes all other warranties whether verbal or in writing. In the event that any part of this warranty is defective, not complied with or otherwise, all other parts of the warranty will remain in full force and effect. Penfolds are not agents of the manufacturers of the non-proprietary products and cannot be held responsible for failure of a manufactures product

Warranty Issued To: Ben Andersen

Project Reference #: 95 - 120771

Installation Address: 4679 Tourney Road, North Vancouver, V7K 2W2

Date: Jan 11,2013

WARRANTY PERIOD

The warranty period for the **product, workmanship, full replacement cost and Proration Period** is shown in the **Product Summary** below and starts on the date the installation is substantially completed and continues for the periods shown.

WARRANTY SUMMARY

PRODUCT SUMMARY	Warranty Period in Years			*A
	Product	Workmanship	Full Replacement Cost	Proration Period
Penfolds® Proprietary Product				
CedarTwin® Plus LT	Lifetime	10	10	30
CedarTwin® Classic LT	Lifetime	10	10	40
CedarTwin® ULTRA LT	Lifetime	10	10	50
ZipLok Roofing™	Lifetime	10	5	50
PenMax® - 2-ply with paint finish	10	1	0	10
PenMax® - 2-ply with Granulated Cap Sheet	20	10	0	20
PenMax® - 3-ply with Granulated Cap Sheet	25	10	0	25
PenMax® - 4-ply with Granulated Cap Sheet	30	10	0	30
Non-Proprietary Products				
Sloped Roofing System	Per Manufacturer	10	0	N/A
Flat Roofing System	Per Manufacturer	5	0	N/A

TRANSFERABILITY

This warranty is **fully transferable** to a new owner of the property subject to the terms, conditions and limitations set forth herein for the **full period** of the warranty. There is **no cost to transfer** the warranty.

MAXIMUM LIABILITY

If a product defect or leakage appears during the warranty period as shown on the face of this warranty, Penfolds will, at its option:

1. Repair or replace, at its own expense, the defective product or,
2. Pay to the owner of the property the residual value of the repair or replacement cost of the defective product, according to Penfolds reasonable estimate at the time of the claim or
3. Reduce the cost of a replacement installation by the residual value of the defective material incorporated in the initial installation as determined in the subsequent reduction formula detailed below.
4. The maximum liability under all circumstances will not exceed the initial cost for the particular product or service.

Within full replacement cost period - 100% replacement cost of defective material

Subsequent reduction formula (includes labour & materials):

$$\frac{(*A - \text{lapsed yrs}) \times \text{Initial Cost of defective material}}{*A}$$

*A

The reduction is limited to a maximum reduction of 90% of the cost of the defective material.

Note: Whenever possible, Penfolds will replace defective product with product of the same colour. However, because colour variations exist between products manufactured at different times Penfolds reserves the right to replace defective product with product of the nearest colour. Penfolds will not be responsible for differences in colour between replacement product and others not replaced.

STANDARDS FOR VALIDITY

1. The product must have been installed by a Penfolds Authorized Crew
2. The roof and each part of it must have been designed and built in accordance with Local and applicable Building Codes.
3. All roof structures must be capable of and be provided with cross ventilation and the roof-deck must meet minimum building code requirements.
4. The initial contract price and any subsequent charges must have been paid in full.

EXCLUSIONS FROM COVERAGE

The following are not covered by the Roofing Warranty and, as such, Penfolds will not, at any time, be liable for:

1. Any damage to the product or leakage caused by:
 - a) Gales, hurricanes, hailstorms, earthquakes, Acts of God, fortuitous events or force majeure;
 - b) Settlement, distortion, failure, cracking or movement of the roof deck, walls or foundation;
 - c) Traffic on the roof or by impact of foreign objects;
 - d) Fading, peeling, blistering, noxious emissions or chipping of the materials;
 - e) Wall siding (cedar siding, succo or other) that butts onto an elevation of roof that is not upgraded or replaced simultaneously with a roof replacement
2. Appearance problems related to multiple layer installation (application over old shingles), such problems being typical of this type of installation
3. Rodents, birds, ants, squirrels, ants, bees or any other animal, rodent or pest entering into the attic or home after the roof has been installed
4. Any claim which has been settled by way of a cash payment pursuant to this warranty;
5. Any property damage, physical injury or economic loss resulting, directly or indirectly from a manufacturing defect in the product or as a result of faulty or improper workmanship.

LIMITATIONS OF COVERAGE

1. The warranty period for all roofing installations that are less than 4:12 (4 foot rise in a 12 foot run) is reduced as follows:
 - a) Product Warranty and Proration Period is reduced to 15 years and
 - b) Workmanship Warranty is reduced by half and
 - c) Full Replacement Cost is not included

2. This warranty is effective only if the installation has not been modified, changed or repaired by any person or company other than a current employee or authorized contractor of Penfolds.
3. Penfolds will not be liable for any damage or leakage as a result of:
 - a) Protrusions that are not upgraded or replaced including skylights, chimneys and all other protrusions or where two or more elevations of the roof meet unless all are replaced simultaneously;
 - b) Neglect, or improper or inadequate maintenance, including all caulking & sealing, failure to promptly remove leaves or other debris from the gutters or roofing surface on the PenMax Flat Roof with a paint finish.
 - c) This warranty excludes expenditure incurred in replacing or repairing the roof prior to Penfolds written acknowledgment and acceptance of the claim.

4. Penfolds assumes no liability in the case of a product failure of a non proprietary product.
5. The warranty period shall be reduced to a maximum period of 1 year if the existing product on the structure is not removed and the new product is installed overtop of the existing. This clause does not apply if the product installed was the ZipLok metal roofing system that has been installed on a low slope membrane roof (tar & gravel or Torch On) with a maximum of one layer.
6. In the event that within the initial ten (10) year period for CedarTwin Classic LT, or within the initial twenty (20) year period for CedarTwin ULTRA, blue-green algae develops on the shingles causing discoloration, Penfolds will, at its own option clean, repair or replace the affected shingles. In no event will the obligation to Penfolds exceed the original cost of the shingles that exhibit discoloration. CedarTwin PLUS LT does not have a warranty against discoloration. Moss growth is not included in this warranty.

EXCLUSION OF CONSEQUENTIAL DAMAGES

Penfolds hereby specifically excludes coverage of any and all consequential damages of any kind under this warranty without limitation inclusive of any damage to the exterior or interior of the structure upon which the product was 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.

CLAIMS

All claims under this limited warranty must be made to Penfolds in writing as soon as possible and in any event not more than thirty (30) days after discovery of the leakage. Claims may be delivered, faxed or sent by electronic mail to the company. All claims must include a copy of the contract and invoice establishing the scope of work done, the date of installation and proof of the account having been paid in full.

Penfolds Residential Roofing Inc.

1262 Vernon Drive, Vancouver, BC V6A 4C9

Phone 1.877.652.7663 or Fax 604.254.7663

info@penfoldsroofing.com

APPROVAL OF WARRANTY

This Warranty is approved for Penfolds Residential Roofing Inc. this 12th Day of February, 2013

Authorized Signatory

COMPLETION CERTIFICATE

I the undersigned hereby certify that all the articles and materials contracted for have been furnished and installed and the work has been satisfactorily completed.

Customer Signature & Date

Feb 15 2013

Updated on March 12, 2012