



BUR ROOFING SYSTEMS

Effective August 12th, 2010. Replaces all previous warranties

-YEAR LABOUR AND MATERIAL WARRANTY

WARRANTY

<i>PROJECT / BUILDING</i>	
Name:	_____
Address:	_____
City:	_____
Province:	_____ Postal Code: _____
<i>BUILDING OWNER</i>	
Name:	_____
Contact:	_____
Phone:	_____
Address:	_____
City:	_____
Province:	_____ Postal Code: _____
<i>ROOFING CONTRACTOR</i>	
Name:	_____
Contact:	_____
Phone:	_____
Address:	_____
City:	_____
Province:	_____ Postal Code: _____
<i>ROOF INFORMATION</i>	
Number of Squares:	_____
Completion Date:	_____

Building Products of Canada Corp. hereby warrants to the registered holder of this warranty that the BP products installed in this conventional Built-Up Roofing System are free from manufacturing defects and/or their installation and will remain watertight for a period of [FIVE (5) years] [TEN (10) years] from the date of the completed installation, subject to the LIMITATIONS and CONDITIONS set forth hereunder:

1. In the event that manufacturing defects in the materials supplied by Building Products of Canada Corp. cause water infiltration to occur, and providing the said materials were installed by an Approved BP Roofing Contractor, in strict compliance with applicable standards, instructions and specifications at the time of installation; Building Products of Canada Corp. undertakes, for the duration of the warranty, to carry out all necessary repairs of the affected area(s) to restore the water tightness of the roof membrane;
2. That the complete roofing system, including the listed Building Products of Canada Corp. products has been properly installed, ensuring adequate drainage and a stable support structure, in strict compliance with specifications and recognized roofing practices for each of the listed products;
3. The application shall be in conformity with recognized roofing practices as defined in the current issue of Canadian Roofing Contractors Association Specification Manual. Building Products of Canada Corp. reserves the right to conduct a full and complete evaluation of the roof system and its application;
4. The liability of Building Products of Canada Corp. shall be limited to the replacement of materials and reasonable costs of labour required to maintain and/or restore to a watertight condition the affected areas;
5. Building Products of Canada Corp. hereby excludes coverage of all consequential damages of any kind resulting from the breach of this warranty or from any failure to perform under the terms of the warranty including, without limitation, any damage to the exterior or interior of the building upon which the roof has been 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 telecommunication, travel or lodging expenses. Some 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;



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6. Should Building Products of Canada Corp. discontinue or stop manufacturing the materials covered by this warranty; we reserve the right to supply other materials, compatible with the work performed;
7. This warranty shall become effective when the purchaser has paid Building Products of Canada Corp. the complete warranty costs and has paid in full Building Products of Canada Corp. or its distributor and the roofing contractor for the materials and labour costs;
8. Subject to the other terms and conditions of this warranty and without limiting the owner, Building Products of Canada Corp. shall not be held liable in the event of:
 - a. Faulty or otherwise unacceptable installation inconsistencies with the project specifications, acceptable roofing practices, standards and BP specifications;
 - b. Abusive and abnormal use of the material supplied by Building Products of Canada Corp.; such as, but not limited to; excessive traffic on the roof, use as a storage area or storage and/or stockpiling of materials or other objects on Products of Canada Corp. materials;
 - c. Faulty building design and construction, including but not limited to improper ventilation of the roof system;
 - d. Alterations, transformations, additions and/or repairs to the roof after issuance of the warranty, without written authorization from Building Products of Canada Corp.;
 - e. Damage(s) from falling objects, regardless of the source;
 - f. Acts of God, including, but not limited to; war, rioting, uprisings, acts of terrorism and natural catastrophes, including but not limited to; flooding, lightning, hail, earthquakes and windstorms;
 - g. Movement or deterioration of a material adjacent to or incorporated into materials used as a direct or indirect base for the roof membrane, or any defects in the building structure or abnormal movement thereof;
 - h. Improper maintenance of the roof, lack of proper drainage or failure to exercise reasonable care;
9. Should a leak occur during the warranty period, the warranty holder must contact Building Products of Canada Corp. in writing at the address indicated below within five (5) days of the discovery of the leakage. Upon receiving notification, the Building Owner must prove to Building Products of Canada Corp. that the leak(s) are the direct result of a product manufacturing defect(s). Repairs shall not be performed by the warranty holder until Building Products of Canada Corp. has had sufficient opportunity to review the claim, the reported damage, establish any product defects and identify and approve necessary repairs in writing;
10. During the entire warranty period, Building Products of Canada Corp. agents or employees must have access to the roof at all times during regular business hours as may be required for inspection purposes;
11. This warranty is transferable to any subsequent building owner(s) provided written notice is sent to Building Products of Canada Corp. at the indicated address below within five (5) days of change of ownership, failure to do so would render the warranty null and void;
12. The warranty holder's recourse as described herein is the sole and exclusive recourse in the event of a claim under this warranty or a claim in any way related to the roof membrane, and excludes all other types of claim; including regular wear, changed of appearance or variation in colour or tone;
13. In the event of dispute over interpretation or enforcement of this warranty, the court jurisdiction for dispute settlement shall be that of the province in which the building is located and in the district in which Building Products of Canada Corp. has its closest registered office. In the event that Building Products of Canada Corp. has no registered offices in the province, the district shall be that in which the building is located;
14. No agent, supplier, representative or employee of Building Products of Canada Corp. is authorized to alter this warranty in whatsoever way. Any and all declarations or guarantees additional to the present whether oral or written, shall under no circumstances engage Building Products of Canada Corp. beyond the terms of the present warranty;
15. In the event an individual term or provision of this warranty is declared null and void by a Court, the other terms and provisions of the warranty shall retain their full force and effect and not be invalidated in any way;
16. The building owner is presumed to have read and understood the nature and scope of each clause of this warranty unless further explanations were requested of Building Products of Canada Corp. within ten (10) days of the issuance date. Such requests must be sent in writing to the address indicated below.

Building Products of Canada Corp.
9500, St. Patrick Street
LaSalle, Quebec, Canada H8R 1R9

Authorised Signature

Date