



ROOFAQUAGUARD LIMITED WARRANTY

Lemminkäinen Rakennustuotteet OY ("Manufacturer") warrants to the buyer ("Buyer") of the Manufacturer's synthetic roofing underlayment product ("Product") that the Product will not prematurely deteriorate to the point of failure because of weathering for a period of 35 years from the sales invoice date ("Warranty Period") only if installed in a workmanlike manner strictly in accordance with and for the purpose stated in Manufacturer's installation instructions.

This warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners or objects placed on the roof), or by animals, vandalism, fire, abusive conditions, inadequate or faulty structural design, structural defects, building alterations, natural forces such as tornados, hurricanes, earthquakes, other acts of nature, or any other cause beyond Manufacturer's control. This warranty covers the Product material only. Flashings, adhesives and other accessories used in the roofing system are not covered by this warranty. This warranty does not cover any costs or expenses associated with testing, repair, removal, or replacement of the Product.

To make a warranty claim, Buyer must, within 15 days from the date that the claimed defect in the Product was discovered: (1) Give Manufacturer written notice of the defect including, without limitation, detailed descriptions of how the Product was used, the defect and how and when the defect was discovered; (2) Deliver to Manufacturer field samples or digital pictures of the Product legibly showing the Product production codes and digital pictures showing the defect. To be effective, any such notice, samples and pictures must be sent by registered or certified mail to Manufacturer addressed as follows:

Lemminkäinen Rakennustuotteet OY
c/o Nemco Industries Inc.
4655 Caulfeild Dr
West Vancouver, BC V7W 1E9
Canada

Manufacturer shall, at its sole option, and as Buyer's sole remedy, either, repair, refund the purchase price of, or provide replacement for, that portion of the Product which has been proven to be defective in a manner covered by this warranty. The value of these remedies shall be determined solely by the Manufacturer based upon the current prices for the Product prorated by the number of remaining months of the unexpired Warranty Period. The maximum pro-rated value for repair or refund shall not exceed the original Product purchase price. Any such replacement or refund shall constitute the limit of Manufacturer's liability or obligation for any defective Product. Buyer shall pay all handling and transport costs in connection with any warranty claim.

This warranty shall become void if any person not expressly authorized by Manufacturer performs any repairs or alterations within the Warranty Period or if Buyer fails to give notice of defect within the time and in the manner described above.

The warranty set forth herein is Manufacturer's sole and exclusive warranty for the Product. This warranty shall be the Buyer's exclusive remedy for any use of the Product against Manufacturer or its distributors or sales representatives. No representative of the manufacturer has authority to give any warranties except as stated herein. THERE ARE NO WARRANTIES EITHER EXPRESSED OR IMPLIED, EITHER AT COMMON LAW OR BY STATUTE INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES UNDER THE SALE OF GOODS ACT [RSBC 1996] C.410, AND THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHICH MODIFY THE WARRANTY CONTAINED IN THIS DOCUMENT. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING FROM THE USE OF THE PRODUCT, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGES TO THE STRUCTURE OR ITS CONTENTS, PERSONAL INJURY OR PUNITIVE DAMAGES, BASED ON ANY THEORY OF LAW WHATSOEVER.

No modification of this warranty or waiver of its terms shall be binding on either party unless approved in writing by an authorized representative of the party. This warranty may not be modified by any course of dealing or performance, trade usage or failure to enforce any term of this warranty. Buyer may not assign or permit any other transfer of this warranty without Manufacturer's written consent. If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. No action for breach of this warranty may be commenced more than one year after the accrual of the cause of action. This warranty is the complete, final and exclusive agreement of the parties with respect to the quality or performance of the Product and any and all warranties for the Product. All legal aspects of this warranty including, without limitation, its interpretation, the rights and duties of the parties under this warranty and conflict of laws shall be governed by and construed in accordance with the laws of British Columbia, Canada, and the parties submit and attorn to the jurisdiction of the courts of the province of British Columbia.