



ROOFING SYSTEMS |  IKO Metals™



This Lifetime Limited Warranty (the “Limited Warranty”) is intended to provide the Owner (as defined below) of the structure on which an IKO Metals USA Inc. (the “Company”) roofing panels and system (the “Roof System”) are installed certain remedies in the event a manufacturing defect causes the specific damages hereinafter set out. This Limited Warranty is NOT a guarantee of performance. **Please note that all disputes relating to this Limited Warranty must be resolved by mandatory binding arbitration and no claims may be filed on a consolidated or class action basis. Some jurisdictions do not allow for mandatory arbitration, so this requirement may not apply to you. Please see below for further details.**

WHO IS COVERED: This Limited Warranty is provided to (a) the original consumer purchaser (property owner, and not the contractor or installer) of the Roof System installed on a structure or (b) the first person to whom the original purchaser transfers this Limited Warranty (See “Transferability” below) along with ownership of the affected structure on which the Roof System is installed (the person described in (a) or (b) being the “Owner”).

REMEDY IN THE EVENT OF LEAKS, BLOW-OFF OR HAILSTONE PENETRATION: In the event the Roof System is determined to have a manufacturing defect which (a) directly results in leaks, (b) results in blow off of panels as components of the Roof System by winds of up to 120 mph (193 kph); or (c) results in damage to the Roof System caused by the penetration of hailstones of 2.5 inches (6 cm) or less completely through the Roof System, the Company will, at its option, either repair or replace the defective component(s) of the Roof System, provided that the Company's liability will be limited (i) during the first 20 years following the original installation, to the reasonable replacement cost (labor and materials) of the particular defective component(s) of the Roof System, as determined by the Company; (ii) during years 21 through 40 following the original installation, to the reasonable replacement cost (materials only) of the particular defective portions of the Roof System, prorated at 1/600 per month elapsed since the original installation; and (iii) for years 41 and beyond, to 20% of the reasonable replacement cost (materials only) of the particular defective component(s) of the Roof System, as determined by the Company.

REMEDY IN THE EVENT OF LOSS OF SURFACE COATING OR SUBSTANTIAL VISUAL DEFECT: In the event that the Roof System is determined to have a manufacturing defect which has (a) caused the material deterioration of the surface coating of panels as components of the Roof System and (b) substantially impairs the visual appearance of the Roof System when viewed from ground level at a distance of at least 10 feet (but not including normal weathering such as minor granule loss or fading, or any loss of surface coating caused by hailstones or any weather event), the Company will, at its option, either repair or replace the defective component(s) of the Roof System, provided that the Company's liability will be limited (i) during the first 20 years following the original installation, to the reasonable replacement cost (labor and materials) of the particular defective component(s) of the Roof System, as determined by the Company; (ii) during years 21 through 40 following the original installation, to the reasonable replacement cost (materials only) of the particular defective component(s) of the Roof System, prorated at 1/600 per month elapsed since the original installation; and (iii) for years 41 and beyond, to 20% of the reasonable replacement cost (materials only) of the particular defective component(s) of the Roof System, as determined by the Company. Specifically excluded from coverage is normal weathering and aging, including minor granule loss, as well as deterioration of the finish resulting from improper use, handling and cleaning. Please see Exclusions for further details.

WARRANTY PERIOD

SINGLE FAMILY DETACHED RESIDENTIAL DWELLINGS: This Limited Warranty provides coverage to the Owner of the single family detached residential dwelling on which the Roof System was originally installed for the lifetime of the Owner while the Owner owns the dwelling.

OTHER TYPES OF STRUCTURES: This Limited Warranty provides coverage to the Owner of other structures (other than a single family detached residential dwelling) for the following period: 50 years from the date of original installation, and notwithstanding other provisions above, shall be limited to the reasonable replacement cost (labor and materials) of the particular defective component(s) of the Roof System during the first 20 years and during years 21 through 50, to the reasonable replacement cost (materials only) of the particular defective component(s) of the Roof System, prorated at 1/600 per month elapsed since the original installation.

TRANSFERABILITY: This Limited Warranty may be transferred once by the original purchaser to a subsequent owner during the first twenty (20) years after the Roof System's original installation. To be effective, the transfer information (property address, original owner, new owner and a copy of the original proof of

purchase) must be mailed to the Company at the Warranty Services Office at the address below under “Notification of Claims” within 30 days from the change of ownership. Further transfers or transfers not in compliance with this notice provision will void the warranty.

EXCLUSIONS: This Limited Warranty does not cover damages arising from any cause or circumstances other than those detailed above, and accordingly causes or circumstances not covered under this Limited Warranty include, but are not necessarily limited to: (a) damage resulting from improper installation, or inadequate roof pitch, or the failure to follow the Company's installation instructions, or failure to follow applicable building codes; (b) damage resulting from defects, movement or subsidence in the structure on which the Roof System was installed; (c) damage caused by improper foot traffic, foreign objects impacting the Roof System, misuse, improper handling or neglect of or on the Roof System; (d) damage or change in appearance resulting from application of cleaning solutions, paints or coatings not specifically approved in writing by the Company; (e) shading or discoloration or damage caused by fungus, mold, lichen or algae, or other contaminants, or by weathering, oxidation, air pollutants, or improper cleaning; (f) color fading or color changes due to normal weathering and aging, including minor granule loss; (g) damages resulting from modifications or function of the Roof System without the Company's prior written consent; or damage to the Roof System caused by other acts of God.

NOTIFICATION OF CLAIMS: To receive coverage under the Limited Warranty, the following steps must be followed. This allows the Company the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within 30 days of becoming aware of the alleged concern. The Owner may reach the Company toll-free from within Canada or the United States at 1-800-361-5836.
2. Provide all information requested by the warranty claims representative in order to open a claim. The warranty claims representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry survey. Return the completed survey along with the following items: (a) A valid Proof of Purchase for your Roof System, which must identify that the Roof System is an IKO Metals Roof System, the model, and the date of original purchase; (b) The required clear color photos as detailed in the survey information; and (d) Any other information requested by the warranty claims representative during the original reporting call.
4. All requested materials should be provided to the Company within 30 days of the discovery of the alleged concern at the address listed below. The cost of shipping the materials required for the claim is the Owner's responsibility. Claims materials should be sent to:

IKO Industries Ltd. 40 Hansen Road Brampton, ON L6W 3H4
5. Provide the Company and its representative(s) with access to the Roof System in question, the roof, and both the outside and inside of the building upon which the roof was installed for the purpose of investigating the claim, if the Company requests access. This request may include physical inspection of the roof surface, and photographing the roof surface and the attic space, should the Company determine that such information is needed.

If the Owner fails to send in all requested information or does not otherwise comply with these steps, there may be a delay in response to the claim, and the Company is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

IKO will evaluate and respond according to any obligations under the Limited Warranty within approximately 60 days of receiving all necessary information needed to assess reported claim.

All warranty repair and replacement work will be at the sole discretion of the Company. Decisions on warranty claims will be made only through the IKO Warranty Services office and will be communicated in writing. No other representative of the Company shall have authority to bind the Company in respect of this Warranty, and any oral communications will not be binding on the Company. This Limited Warranty shall be void if any repairs, modifications or alterations are made on a Roof System that are not first authorized in writing by the Company, except for necessary emergency repairs; and such unauthorized repairs, modifications or alterations may further be subject to denial or limited claim reimbursement.

LIMITATION OF LIABILITY: If the Company elects to replace components of the Roof System, the Company will attempt to replace materials with the same color and design, but does not guarantee that such replacement materials will



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be available, and accordingly, the Company bears no responsibility for variations in color or appearance by reason of the use of a different color and design, as well as by reason of progressive fading of the remaining portions of the Roof System. The Limited Warranty term on repaired or replacement components of the Roof System will be the remaining term of the original Roof System, which commenced on the date of installation of the original Roof System, except if otherwise required by law. The reasonable cost of repair or replacement of any components of a Roof System shall be determined by the Company in its sole discretion. **THE REMEDIES SET OUT IN THIS LIMITED WARRANTY ARE THE OWNER'S SOLE AND EXCLUSIVE REMEDIES, AND THE COMPANY'S OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES, WARRANTIES, AND CONDITIONS EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF THE COMPANY. THE COMPANY SHALL IN NO EVENT HAVE ANY LIABILITY FOR INJURY OR DAMAGE TO ANY PROPERTY OR PERSON, LOSS OF BUSINESS OR PROFITS, DIRECT OR INDIRECT ECONOMIC DAMAGES, CONSEQUENTIAL, INCIDENTAL, ECONOMIC, INDIRECT, SPECIAL OR PUNITIVE DAMAGES OR LOSSES OF ANY KIND WHATSOEVER, WHETHER TO THE OWNER OR THIRD PARTIES. Without limiting the foregoing, this Limited Warranty does not cover claims for: damages to homes or other structures, interiors, exteriors, furniture, contents, appliances, loss of income, loss of enjoyment, storage fees, economic loss, or any other loss or damage. THE FOREGOING LIMITATIONS WILL NOT APPLY IN ANY JURISDICTION WHICH DOES NOT ALLOW FOR SUCH LIMITATIONS AS A MATTER OF LAW.**

COMPANY'S OPTION TO PROVIDE REFUND OF PURCHASE PRICE: Under no circumstances shall Company's liability under this Limited Warranty exceed the Owner's original purchase price for the Roof System, and at the Company's sole option, the Company may elect to refund such purchase price in lieu of any other remedy under this Limited Warranty.

IMPORTANT NOTICES.

DISCLAIMER OF IMPLIED WARRANTIES AND LIMITATION OF LIABILITY: This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of the Company. There are no other warranties that extend beyond the Limited Warranty described in this document. The Company will not be liable for any oral statement or other written statement about any Roof System or components thereof, whether such statements are made by an agent or employee of the Company, or any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this Limited Warranty.

EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; AND, EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

BINDING ARBITRATION - UNITED STATES (APPLICABLE FOR RESIDENTS OF UNITED STATES)

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND THE COMPANY (INCLUDING ANY OF THE COMPANY'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE PANELS OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. YOU AND THE COMPANY AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE.

TO ARBITRATE AN ACTION AGAINST THE COMPANY, YOU MUST INITIATE THE ARBITRATION, FOR U.S. CLAIMS, IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT, TO BE CONDUCTED BY A SINGLE ARBITRATOR IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO THE COMPANY BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, THE COMPANY WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION.

Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be

referred to another arbitration organization if you and the Company agree in writing. The Company will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying the Company in writing within 45 days after the installation of the Roof System or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or the Company can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

BINDING ARBITRATION - CANADA (APPLICABLE FOR RESIDENTS OF CANADA) / NOT APPLICABLE TO RESIDENTS OF QUÉBEC:

EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND THE COMPANY (INCLUDING ANY OF THE COMPANY'S EMPLOYEES AND AGENTS) RELATING TO OR ARISING OUT OF THE SHINGLES OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION, REGARDLESS OF WHETHER THE ACTION SOUNDS IN WARRANTY, CONTRACT, STATUTE OR ANY OTHER LEGAL OR EQUITABLE THEORY. NOT APPLICABLE TO RESIDENTS OF QUÉBEC*: TO THE EXTENT PERMITTED BY APPLICABLE LAW, YOU AND THE COMPANY AGREE THAT ANY ACTION WILL BE ARBITRATED ON AN INDIVIDUAL BASIS AND THAT NO CLAIM(S) WILL BE CONSOLIDATED OR AGGREGATED WITH THE CLAIM(S) OF ANY OTHER PERSONS BY CLASS ACTION, CLASS ARBITRATION, IN A REPRESENTATIVE CAPACITY OR OTHERWISE. TO ARBITRATE AN ACTION AGAINST THE COMPANY, YOU MUST INITIATE THE ARBITRATION, IN ACCORDANCE WITH THE ARBITRATION ACT, R.S.A. 2000, c. A-43, ALBERTA, AS MAY BE AMENDED) AND YOU MUST COMMENCE THE ARBITRATION AND PROVIDE WRITTEN NOTICE TO THE COMPANY BY CERTIFIED MAIL AT THE APPLICABLE ADDRESS NOTED ABOVE, WITHIN THE APPLICABLE TIME PERIOD PRESCRIBED IMMEDIATELY BELOW. IF YOU PREVAIL ON YOUR CLAIMS IN THE ARBITRATION, THE COMPANY WILL REIMBURSE YOU FOR ANY FILING AND ADMINISTRATIVE FEES PAID BY YOU TO THE ARBITRATION ORGANIZATION. Some jurisdictions do not allow mandatory arbitration, so the above arbitration provision may not apply to you in those jurisdictions. An Action may also be referred to another arbitration organization if you and the Company agree in writing. The Company will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NOT APPLICABLE TO RESIDENTS OF QUÉBEC*: NO ACTION FOR BREACH OF THIS LIMITED WARRANTY, OR ANY OTHER ACTION AGAINST THE COMPANY RELATING TO OR ARISING OUT OF THE PANELS, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE YEAR AFTER ANY CAUSE OF ACTION HAS ARISEN OR ACCRUED. IN JURISDICTIONS WHERE STATUTORY CLAIMS OR IMPLIED WARRANTIES AND CONDITIONS CANNOT BE EXCLUDED, ALL SUCH STATUTORY CLAIMS, IMPLIED WARRANTIES AND CONDITIONS, AND ALL RIGHTS TO BRING ACTIONS FOR BREACH THEREOF EXPIRE AFTER ONE YEAR, OR SUCH LONGER PERIOD OF TIME IF MANDATED BY APPLICABLE LAWS, AFTER THE PURCHASE OF THE SHINGLE PRODUCT. SOME JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY OR CONDITION LASTS, SO, THE ABOVE LIMITATION MAY NOT APPLY TO YOU IN THOSE JURISDICTIONS.

* "Residents of Québec" means residents of Québec which are consumers under the Consumer Protection Act (Québec).

SEVERABILITY: Any provision hereof that is held to be illegal, invalid or unenforceable in any jurisdiction shall be illegal, invalid or unenforceable in that jurisdiction without affecting any other provision hereof in that jurisdiction or the legality, validity or enforceability of that provision in any other jurisdiction, and, to this end, the provisions hereof are declared to be severable.

NO LIABILITY OR COVERAGE OUTSIDE TERRITORY: This Limited Warranty applies to Roof Systems purchased and installed within the US or Canada on or after September 10, 2020 and supersedes any previously published warranties. The Company does not provide any warranty for Roof Systems purchased outside of the United States or Canada, whether by the Owner or by any other party, that are installed in the United States or Canada or elsewhere. Also, the Company does not provide any warranty for Roof Systems purchased in the United States or Canada, whether by the Owner or by any other party, that are installed not in the United States or Canada (but instead elsewhere in the world).

The Company may from time to time amend the terms of this Limited Warranty, and the terms and conditions of the Limited Warranty in effect at the time of your purchase of the Roof System shall govern your Roof System.