

Twin Meadows Estates

Molalla, Oregon



Builder's One Year Limited Warranty

This booklet is designed to give guidelines to the Homeowner of the reasonable quality standards to which Pacific Edge Development will adhere. It further outlines the extent of the Builder and Homeowner's responsibilities. When an item is not specifically addressed by this booklet, or the National Association of Home Builders publication "Residential Construction Performance Guidelines," industry standards shall apply.

Pacific Edge Development

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CCB#0035055

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ONE YEAR WARRANTY ITEMS

HOMEOWNERS SHOULD BE AWARE THAT ALL NEW HOMES EXPERIENCE SETTLEMENT AND MOVEMENT.

This may create some minor cracking or material shrinkage, which is normal and cannot be avoided. The homeowner must maintain Builder set grades. Damage due to homeowner's negligence, changes, improper maintenance by anyone other than Builder or Builder's agents will not be covered.

SITEWORK

EXCAVATIONS:

PROBLEM: Settling of ground around foundation or other filled areas

INDUSTRY STANDARD: Settling of ground around filled areas or utility trenches to be a maximum allowable standard of 3 inches. Settling around foundation will not keep water from draining away from

BUILDER RESPONSIBILITY:

When the homeowner requests it, builder shall re-compact and backfill areas that have settled beyond the allowable limits. This will be done once only. Homeowner shall assume responsibility of landscaping affected by such work

SITE DRAINAGE:

PROBLEM: Site drains improperly

INDUSTRY STANDARD: Grading should be completed to insure drainage away from home. Grading will not be evaluated when there is saturation or frost on the ground

BUILDER AND HOMEOWNER RESPONSIBILITIES:

The Builder must establish the property grades and swales. The Homeowner must maintain such proper grades and swales

CONCRETE:

CAST IN PLACE CONCRETE:

PROBLEM: Foundation wall cracks

INDUSTRY STANDARD: Non-structural cracks greater than 1/8" are excessive and need to be repaired

BUILDER RESPONSIBILITY:

Builder to repair cracks greater than 1/8". Surface patching will suffice for non-structural cracks

PROBLEM: Pitting or spalling of included concrete work, and porch supported by foundation

INDUSTRY STANDARD: Depending on the finish of concrete being installed, the concrete should not allow aggregate to show through under normal use and weathering. If concrete is finished in an exposed aggregate finish the intensions are to show an exposed variation of the concretes rock which can change over normal weathering

BUILDER'S RESPONSIBILITY:

Builder is responsible for correcting or replacing defective concrete surfaces. However, Builder is not responsible for degeneration due to **chemicals, salt, or other factors beyond the Builder's control**

PROBLEM: Water standing on stoops

INDUSTRY STANDARD: Water must drain from stoops and steps

BUILDER'S RESPONSIBILITY:

It is the Builder's responsibility to assure that water drains from stoops and steps; and Builder must take measures to correct

PROBLEM: Cracking of garage slab or patios that are attached to home

INDUSTRY STANDARD: Excessive cracks are determined to be over 1/8" in vertical displacement or 1/4" in width

BUILDER'S RESPONSIBILITY:

Builder must repair excessive cracks

PROBLEM: Cracking, settling, or separating of stoops or steps attached to home

INDUSTRY STANDARD: Stoop or steps should not settle more than 1" compared to the home. Cracks exceeding hairline cracks (up to 1/16"), are not acceptable

BUILDER'S RESPONSIBILITY:

Builder shall correct to meet industry standards

MASONRY:

PROBLEM: Cracks in veneer or masonry walls

INDUSTRY STANDARD: Cracks larger than 1/8" are unacceptable

BUILDER'S RESPONSIBILITY:

Repair cracks over 1/8" by patching. Repairs should be made near the end of the warranty period to allow maximum settling before correction.

CARPENTRY:

PROBLEM: Squeaky floors or loose subfloor

INDUSTRY STANDARD: Squeaky floors or loose subfloors are common, short-term conditions to new homes

BUILDER'S RESPONSIBILITY:

Builder should do what's reasonable to correct the problem

PROBLEM: Uneven wood floors

INDUSTRY STANDARD: Floors should not exceed 1/4" for any 32" horizontal measurement. Slope shall not exceed 1/24th of room width. Floor and ceiling measurements per approved building code.

BUILDER'S RESPONSIBILITY:

It is Builder's responsibility to conform to the above guidelines.

CARPENTRY CONT:

PROBLEM: Bowed Walls

INDUSTRY STANDARD: Bowing of walls should not take away from the appearance of the finished surface. Allowable deflection to be per building code

BUILDER'S RESPONSIBILITY:

Repair to conform to building code

PROBLEM: Walls out of plumb

INDUSTRY STANDARD: Walls should not exceed $\frac{1}{2}$ " out of plumb for any 8' high measurement

BUILDER'S RESPONSIBILITY:

It is Builder's responsibility to conform to above standard

INTERIOR FINISH CARPENTRY:

PROBLEM: Interior trim workmanship quality

INDUSTRY STANDARD: Joints in moldings or between molding and surface next to it should not exceed $\frac{1}{8}$ " wide

BUILDER'S RESPONSIBILITY:

Repair Joints, caulking is an acceptable repair remedy

EXTERIOR FINISH CARPENTRY:

PROBLEM: Exterior trim workmanship quality

INDUSTRY STANDARD: Open joints between exterior trim components should not exceed $\frac{1}{4}$ ". Trim, masonry and siding should be able to exclude the elements.

BUILDER'S RESPONSIBILITY: Repair to above standards, caulking acceptable

WOOD TREATMENTS:

PROBLEM: Exterior siding Wood and Vinyl deterioration

INDUSTRY STANDARD: Per manufacturer's specifications, natural wood sidings and vinyl siding change color and weather with age

BUILDER'S RESPONSIBILITY:

Repair or replace as needed; unless due to owner's negligence. Owner to beware that color may not match original surface when repaired. Homeowner to follow vinyl material manufacturers care instruction to avoid damaging material

MOISTURE PROTECTION:

INSULATION:

PROBLEM: Not enough insulation

INDUSTRY STANDARD: Insulation to comply with energy and building codes

BUILDER'S RESPONSIBILITY: Comply with the above industry standard

ROOFING:

PROBLEM: Leaks through vents or louvers into attic due to rain or snow

INDUSTRY STANDARD: Vents or louvers must be provided for ventilation of home. Amount of snow or rain coming in depends on strength and direction of elements

BUILDER'S RESPONSIBILITY:

None

PROBLEM: Roof or flashing leaks

INDUSTRY STANDARD: Should not normally leak; except as caused by severe weather conditions

BUILDER'S RESPONSIBILITY:

Repair substantiated roof leaks

FLASHING AND SHEETMENTAL:

PROBLEM: Leaking of flashing, gutters, valleys or downspout

INDUSTRY STANDARD: Must not leak, but gutters overflowing is acceptable during heavy rains. Homeowner must keep gutters and downspout free of leaves and other items that could clog and cause excessive overflow

BUILDER'S RESPONSIBILITY:

Repair leaks

PROBLEM: Water standing in gutters

INDUSTRY STANDARD: Unless there is debris in the gutter, the maximum allowable water level is 1 inch

BUILDER'S RESPONSIBILITY:

Install gutters with slight amount of pitch. It is acceptable for small amounts of water to remain in gutter immediately following a rain

SEALANTS:

PROBLEM: Leaks in exterior walls because there is not sufficient caulking

INDUSTRY STANDARD: Caulking to be properly installed. Homeowner to be aware that caulking will shrink and must be maintained by homeowner

BUILDER'S RESPONSIBILITY:

Builder to make sure caulking is properly installed; homeowner to make sure caulking is properly maintained.

DOORS AND WINDOWS:

PROBLEM: Exterior doors warped

INDUSTRY STANDARD: It is normal for exterior doors to warp some due to temperature variations between interior and exterior of home. They must still be operable and weather resistant. They must also be within the standard of ¼" or less warp age

BUILDER'S RESPONSIBILITY:

Repair or replace door if warped beyond the parameters outlined above. Refinish door to match as closely as possible

DOORS AND WINDOWS cont.:

PROBLEM: Interior or closet door warped

INDUSTRY STANDARD: Interior doors should not warp more than ¼" if homeowner has maintained proper humidity levels in the home

BUILDER'S RESPONSIBILITY:

Same as for exterior door

HOMEOWNER'S RESPONSIBILITY: Maintain proper humidity levels in the home

GARAGE DOORS ON ATTACHED GARAGE:

PROBLEM: Garage door doesn't work properly

INDUSTRY STANDARD: Garage door needs to work properly

BUILDER'S RESPONSIBILITY:

Builder to adjust the garage doors to meet normal conditions. Abnormal weather conditions allowing some entrance of snow or water shall not be deemed Builder's responsibility

WINDOWS:

PROBLEM: Window does not operate properly

INDUSTRY STANDARD: Window should be able to be operated with reasonable ease

BUILDER'S RESPONSIBILITY:

Repair or replace as required

PROBLEM: Condensation on windows

INDUSTRY STANDARD: It is normal for windows to have condensation on interior surfaces when there are extreme temperature differences and high humidity levels

BUILDER'S RESPONSIBILITY:

Unless proven to be due to poor installation, the builder is not responsible

WEATHER-STRIPPING:

PROBLEM: Infiltration around windows and doors

INDUSTRY STANDARD: Some infiltration is normal, particularly if there are high winds. Weather-stripping must it well

BUILDER'S RESPONSIBILITY:

Adjust poorly fitted doors, windows, or weather-stripping.

FINISHES:

DRYWALL

PROBLEM: Defects due to poor workmanship. Defects include, but are not limited to, the following; cracked corner beads, trowel marks, too much compound in joints, blisters in tape

INDUSTRY STANDARD: Some imperfections are normal and to be expected. These include seam lines cracks, and nail pops. The problems listed in the above "problem" section are not acceptable.

BUILDER'S RESPONSIBILITY:

Builder must remedy the defects to acceptable industry standards and repaint to match as closely as possible

HOMEOWNER'S RESPONSIBILITY:

Homeowner assumes responsibility for repair color not matching original color perfectly

CERAMIC TILE:

PROBLEM: Tile cracks and becomes loose

INDUSTRY STANDARD: This is not acceptable

BUILDER'S RESPONSIBILITY:

Builder is to replace cracked tile and secure loose tile. Builder is not responsible if chosen pattern or color is discontinued. Builder is not responsible for damage of tile by Homeowners

CERAMIC TILE cont.

PROBLEM: Cracks in tile or at corners with other materials, (i.e. bathtub)

INDUSTRY STANDARD: Cracks in grout are often due to normal shrinkage. It is the homeowner's responsibility to maintain these cracks by re-grouting. Color variations or discontinued colors are not the responsibility of the builder

BUILDER RESPONSIBILITY:

It is the Builder's responsibility to repair cracks that are not due to normal shrinkage once within the warranty year of coverage

RESILIENT FLOORING:

PROBLEM: Nail pops are visible on the surface of the flooring

INDUSTRY STANDARD: Obvious nail pops must be repaired by Builder

BUILDER'S RESPONSIBILITY:

Correct nail pops that have broken the surface. Repair or replace floor covering in the area affected with similar material. Builder shall not be responsible for color variations or discontinued patterns.

PROBLEM: Subfloor irregularities causing depressions or ridges in the flooring

INDUSTRY STANDARD: Depressions or ridges to be 1/8" or less. If over 1/8", they must be repaired by Builder

BUILDERS RESPONSIBILITY:

Repair to acceptable standard. Builder is not responsible for color variations or discontinued patterns.

PROBLEM: Resilient flooring becoming loose

INDUSTRY STANDARD: Resilient flooring should not come unglued, lift, or bubble

BUILDER'S RESPONSIBILITY:

Builder is to repair or replace as required. Builder is not responsible for color variations or discontinued patterns.

PROBLEM: Seams or gaps show joints in resilient flooring

INDUSTRY STANDARD: Gaps to be 1/16" or less. If there are 2 different materials meeting, gap to be 1/8" or less

BUILDER'S RESPONSIBILITY:

Builder is to repair as necessary to conform to the above standards

CARPETING:

PROBLEM: Carpet becomes loose, seams separate, or there is excessive stretching.

INDUSTRY STANDARD: Wall-to-Wall carpeting should not become loose, separate, or stretch excessively

BUILDER'S RESPONSIBILITY:

Builder is responsible for re-stretching or re-securing carpet once during the year warranty period only

PAINTING:

PROBLEM: Mildew or fungus on painted surfaces

INDUSTRY STANDARD: This can occur if painted surface is subject to water from rainfall, lake, etc.

BUILDER'S RESPONSIBILITY:

Builder is not responsible for mildew or fungus unless it is the direct result of moisture entry into wood. If that is the case, Builder must take care of the source of the water entry and refinish

HOMEOWNER'S RESPONSIBILITY:

Maintain home against mildew or fungus unless the above condition applies

PROBLEM: Painting is required as part of other repairs

INDUSTRY STANDARD: Match the existing paint as closely as possible

BUILDER'S RESPONSIBILITY:

Paint the affected repair to match the original paint as closely as possible, Builder is not responsible for an exact match

PAINTING cont.:

PROBLEM: Varnish deteriorates

INDUSTRY STANDARD: Interior varnish or other finishes should not deteriorate within the 1 year warranty period. Exterior varnish type finishes are specifically excluded

BUILDER'S RESPONSIBILITY:

Touch up the affected area; matching the color as closely as possible

PROBLEM: Interior paint workmanship and coverage are unacceptable

INDUSTRY STANDARD: Interior paint should sufficiently cover the wall, ceiling and trim surfaces, where applicable

BUILDER'S RESPONSIBILITY:

Retouch affected paint surfaces

FIREPLACES:

PROBLEM: Fireplace or chimney does not draw properly

INDUSTRY STANDARD: Normally, the fireplace and chimney should work effectively. However, high winds can temporarily cause negative drafting. There may also be something blocking the chimney, such as a tree branch

BUILDER'S RESPONSIBILITY:

Find out why the fireplace or chimney does not work properly. If there is a construction problem, it must be remedied by the Builder.

HOMEOWNER'S RESPONSIBILITY:

Make sure obstructions are not causing the improper functioning. It may be necessary to keep a window open slightly to have a draft for proper functioning

CABINET DOORS AND DRAWER FACES:

PROBLEM: Kitchen cabinet doors or drawer faces are warped

INDUSTRY STANDARD: Maximum allowable warpage is $\frac{1}{4}$ ", cabinet doors and drawer faces should move smoothly

BUILDER'S RESPONSIBILITY:

Adjust or replace cabinet doors or drawer faces to meet industry standards

HOMEOWNER'S RESPONSIBILITY:

Maintain appropriate humidity conditions

WATER SYSTEM:

PROBLEM: No water from water system

INDUSTRY STANDARD: Builder to supply per industry codes and regulations

BUILDER'S RESPONSIBILITY:

Repair as necessary if due to faulty workmanship or materials. If lack of water is not due to faulty workmanship or materials, it is not the Builder's responsibility

PLUMBING:

PROBLEM: Faucet or valve leak

INDUSTRY STANDARD: Faucet or valve should not leak because of faulty workmanship or materials

BUILDER'S RESPONSIBILITY:

Repair or replace the faulty faucet or valve unless it is due to a worn washer or seat

HOMEOWNER'S RESPONSIBILITY:

Replace worn washers or seats

PLUMBING cont:

PROBLEM: Deficient plumbing fixtures, trim fittings or appliances

INDUSTRY STANDARD: Comply with the manufacturer's specifications

BUILDER'S RESPONSIBILITY:

Replace any fixtures, trim fittings or appliances that are not in accordance with the manufacturer's specifications

PROBLEM: Noisy pipes

INDUSTRY STANDARD: Noisy pipes are normal, due to water flow

BUILDER'S RESPONSIBILITY:

Only correct noisy pipes if they are due to a defect in workmanship, otherwise, Builder is not responsible

PROBLEM: Pipe leaking

INDUSTRY STANDARD: Pipe should not leak. This excludes condensation

BUILDER'S RESPONSIBILITY: Make necessary repairs if the leak is part of a Builder installed piping system. If leak is part of a utility company's piping system, Homeowner is to call utility company

HOMEOWNER'S RESPONSIBILITY:

Contact the builder or utility company upon first notice of leak. **IF IT IS A GAS LEAK, CONTACT THE UTILITY COMPANY IMMEDIATELY!**

PROBLEM: Cracked or chipped tubs or sinks

INDUSTRY STANDARD: Should be free of cracks or chips

BUILDER'S RESPONSIBILITY:

Builder to repair any cracks or chips noted on "Walk-Through" prior to occupancy

HEATING:

PROBLEM: Inadequate heating

INDUSTRY STANDARD: System should be able to provide 70 degree temperature, measure 5' above floor, per SHRAE handbook. Governmental agencies and/or energy codes shall supersede this requirement, where applicable

BUILDER'S RESPONSIBILITY:

Correct the system to the above standards

HOMEOWNER'S RESPONSIBILITY:

Change filters regularly. Balance registers and make minor adjustments as necessary

PROBLEM: Leak in refrigerant lines

INDUSTRY STANDARD: Refrigerant lines should not leak

BUILDER'S RESPONSIBILITY:

Repair lines and recharge unit

CONDENSATION LINES:

PROBLEM: Clog in condensation lines

INDUSTRY STANDARD: This is a home maintenance responsibility

BUILDER'S RESPONSIBILITY:

Builder to provide clear lines at time of "Walk-Through"

HOMEOWNER'S RESPONSIBILITY:

Maintenance of condensation lines

ELECTRICAL CONDUCTORS:

PROBLEM: Wiring does not carry its load to the electrical box

INDUSTRY STANDARD: Wiring should be able to carry load for normal use to the electrical box

BUILDER'S RESPONSIBILITY:

Conform to local and state electrical code regulations

ELECTRICAL SWITCHES AND OUTLETS:

PROBLEM: Fuses blow or circuit breakers kick off

INDUSTRY STANDARD: Under normal usage conditions, fuses should not blow and circuit breakers should not kick off

BUILDER'S RESPONSIBILITY:

Conform to local and state electrical code regulations

PROBLEM: Electrical outlets, switches, or fixtures do not work properly

INDUSTRY STANDARD: Electrical outlets, switches and fixtures to work as expected

BUILDER'S RESPONSIBILITY:

Repair or replace switches, fixtures or outlets that do not operate properly

SERVICE & DISTRIBUTION:

PROBLEM: Ground fault interrupter goes off frequently

INDUSTRY STANDARD: It is common for these sensitive instruments to go off easily

BUILDER'S RESPONSIBILITY:

None; unless shown to be due to faulty workmanship



ROOFING EXCELLENCE

Limited Warranty Information for Asphalt Shingles



Owner's Name: _____

Address: _____

Contractor's Name: _____

Address: _____

Phone #: _____

Contractor's Signature: _____

Date of Application: _____
(mm) (dd) (yy)

Product Applied: _____

Color: _____

Contract Price: _____

Number of Bundles: _____

Complete and retain for your records - do not send to CRC.

Note: This Limited Warranty form does not constitute proof of product purchase.

Asphalt Shingle Limited Warranty

Congratulations on your purchase of CRC asphalt roof Shingles. Your choice gives you a roof backed by over 60 years of experience in making high quality products for homes across North America.

This document explains the details of the limited warranty CRC provides on your Shingles after they have been installed on your roof. Read it carefully to ensure you are well-informed about the warranty coverage for your purchase. Also, remember that your contractor or roofer is not an employee or representative of CRC. This limited warranty can only be changed if such change is in writing and signed by an authorized corporate officer of CRC. CRC is not bound by any guarantees, warranties or representations or any change to this limited warranty made by your contractor, roofer or by any other person who is not an authorized corporate officer of CRC. CRC's Limited Warranty and your coverage is detailed in this booklet (the "Limited Warranty"). If you have questions about that coverage, contact CRC directly for assistance.

There are many terms in this Limited Warranty that have specific meanings. For your convenience some of the terms are defined below:

"AR" means Shingles which are covered by the Limited Algae Resistance Warranty set out herein provide for the cleaning of discoloration on the exposed face of Shingles should that discoloration be caused by blue-green algae growth. All Shingles shown in the Information Tables, are covered by a Limited Algae Resistance Warranty. See the section titled "Limited Algae Resistance Warranty" for more details on this coverage.

"High Wind Application" means the installation of Shingles using the specific instructions that appear on the Shingle wrapper. Some local building codes may require additional fasteners. For "High Wind Application" of CRC Shingles, except Regency, additional fasteners are required during installation. Please check your local building code and the application instructions specific to your Shingles for proper nailing and application requirements.

"CRC" means Canroof Corporation Inc.

"Iron Clad Protection" means the limited non prorated coverage provided by the CRC Limited Warranty during the Iron Clad Protection Period. Please read the section titled "CRC Iron Clad Protection Period" for more details on this coverage. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables.

"Iron Clad Protection Period" means the initial period of the Warranty Period during which CRC provides Iron Clad Protection coverage. Please read the section titled "CRC Iron Clad Protection Period" for more details. The length of the Iron Clad Protection period for each Shingle is listed in the Information Tables.

"Limited Warranty" means the limited warranties and your coverage provided by CRC for your Shingles as expressly set out in this document, and are the only warranties being provided by CRC.

"Maximum Liability" means the maximum obligation of CRC under the Limited Warranty, as described in the sections titled "Iron Clad Protection Period", "Beyond Iron Clad Protection Period", "Limited Wind Resistance Warranty" and "Limited Algae Resistance Warranty" whichever is applicable. Please read each of these sections carefully for more details.

"Owner" means the individual owner(s) of the single family residential home at the time that the Shingles were installed on that building. If you purchase a new residence from the builder of the home and are the first person to live in it, CRC will consider you to be the Owner, even though the Shingles had already been installed.

"Purchase" or "Purchased" means the retail purchase of the Shingles covered by this Limited Warranty.

"Shingle" or "Shingles" means the CRC asphalt shingle product identified in this Limited Warranty that was installed on the roof of the building owned by the Owner.

"Square" means 100 square feet of roof area.

"The Information Tables" means collectively the Limited Warranty Information Table and the Limited Lifetime Warranty Information Table below.

In addition to any other specific conditions set forth in this Limited Warranty, the "Warranty Conditions" are standard conditions that must be met for your CRC warranty claim to be valid. The Warranty Conditions include:

- The Shingles were properly installed, in strict accordance with both CRC's written installation instructions and local building code requirements; and
- The person making the Warranty claim is the Owner of the Shingles, or the person to whom the Limited Warranty was validly transferred as set out herein. For details on Warranty Transfers, please read "Transferability of Warranty" below; and
- The Shingles have a manufacturing defect that has resulted in a leak; and
- The repair or replacement must be with CRC Shingles and must be completed on the same building/structure to which the Shingles covered under this Limited Warranty were originally applied.

Depending on the type of Shingles used on the Owner's roof, other conditions described herein may also apply in order for the CRC warranty to be valid or applicable.

Limited Warranty Information Table


Name of Shingle	Warranty Period (months)	CRC "Iron Clad Protection Period" (months)	Reduction Figure (first 180 months) n*	Reduction Figure (after 180 months) m*	Maximum Liability/ Dollar Limit per Square	Standard Application/ High Wind Application Warranty Mph [km/h]	Algae Resistance ³ Warranty (months)
Biltmore™ ²  7-1-18	Limited Lifetime ¹	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
Regency™ ²	Limited Lifetime ¹	180	Refer to Chart A	Refer to Chart A	40	130 [210]	120
Superglass®	300	60	n/225	m/600	30	70 [112]*	60

Chart A – Limited Lifetime Warranty Information Table for Biltmore and Regency Shingles

Warranty Period	CRC "Iron Clad Protection Period"	Reduction Figure for months 181-206	Reduction Figure for months 207-480	Reduction Figure for months 481+
Limited Lifetime ¹	180	n/260	384/480	432/480

¹For any non-individual owner, such as a corporation, religious entity, condominium, government entity or homeowner association, or for any non-single family residential home, the Warranty Period for these Shingles is limited to 40 years.

²Hip and Ridge cap shingles used for installation of these Shingles must be UltraHP, Hip & Ridge 12, Hip & Ridge Plus or an approved equivalent.

n* - refers to the number of months that have passed since the Shingles were installed on the building.

m* - refers to the number of months greater than 180 that have passed since the Shingles were installed on the building.

³Algae Resistant – Featuring an algae-resistant granule that helps inhibit discoloration caused by blue-green algae.

⁴In the U.S. the Wind Warranty for Standard Application is 60 mph (97 km/h). In Canada the High Wind Application Warranty is 80 mph (129 km/h). There is no High Wind Application Warranty for SuperGlass shingles in the U.S.

EXAMPLE - A manufacturing defect resulting in leaks is found in January 2034 in Shingles Purchased with a 25 year limited warranty. The Shingles were purchased in January 2016; 18 years, or a total of 216 months have elapsed since Purchase. CRC's warranty obligation will be reduced by $(180/225 = .80) + (36/600 = .06) = .86$. So CRC's maximum obligation would be 14% $(100 - 86)$ of the cost of the replacement Shingles.

Asphalt Shingle Limited Warranty

LIMITED WARRANTY

CRC provides a Limited Warranty to the original Owner of its Shingle products. The coverage provided by this Limited Warranty is subject to the terms and conditions listed herein. This Limited Warranty is intended to provide coverage only to the Owner and only for a manufacturing defect that results in leaks. The Limited Warranty starts on the day that the original installation of the Shingles on the roof is completed, and the coverage is limited to the length of time listed in the Information Tables for the specific Shingles product installed on the Owner's roof (the "Warranty Period"). The Limited Warranty provides the Owner specific legal rights, but the Owner may also have other legal rights. Those rights will vary from state to state or province to province. In situations where the coverage given includes a dollar value, it is meant to be given in the currency of the country in which the building is located.

IRON CLAD PROTECTION PERIOD

CRC offers Iron Clad Protection as set out below for every Shingle listed in the Information Tables. The length of the Iron Clad Period varies by Shingle product. Refer to the Information Tables to find the Iron Clad Protection Period for your Shingles. The Iron Clad Period starts on the day of installation of the Shingles on the Owner's roof. This coverage is limited to the amount of time shown in the Tables for your Shingles. During the Iron Clad Protection Period, CRC will, at its option, either repair or replace affected Shingles if all Warranty Conditions are met (the "Iron Clad Protection").

If there is a valid claim during the Iron Clad Period, CRC's Maximum Liability is limited to the reasonable cost of placing new Shingles on the Owner's roof. This means that CRC will supply replacement Shingles similar to those already on the roof, plus a reasonable allowance for the cost of applying the new Shingles. Other costs, such as flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, removal of the existing Shingles from the roof (tear-off), and disposal of the existing Shingles, are not covered by the Iron Clad Protection or by other terms of the Limited Warranty, including during the Iron Clad Protection Period.

BEYOND IRON CLAD PROTECTION PERIOD

Once the Iron Clad Period expires, the Limited Warranty provides certain outlined coverage to the Owner for the remainder of the Warranty Period outlined in the Information Tables for the Shingle product on your roof (the "Beyond Iron Clad Protection Period"). This coverage during the Beyond Iron Clad Protection Period will apply only if the Warranty Conditions have been met.

During the Beyond Iron Clad Protection Period, CRC's Maximum Liability is the prorated portion of the replacement Shingles required at the time the claim was reported to CRC. Alternatively, if CRC decides it cannot reasonably provide replacement Shingles, CRC may offer coverage based upon the prorated value of the maximum liability per Square shown in the Information Tables. Other costs, including labor, tear-off and disposal of the existing Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed are not covered by the Limited Warranty. The formula used to calculate the coverage available is shown in the Information Tables.

LIMITED WIND RESISTANCE WARRANTY

For Biltmore and Regency Shingles only, during the first 15 years after they are installed on the Owner's roof, the CRC Shingles carry a Limited Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds (a "Limited Wind Resistance Warranty"). Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Table for the wind speed limits for the Shingles on your roof.

For all other Shingles, during the first 5 years after they are installed on the Owner's roof, the CRC Shingles carry a Limited Wind Resistance Warranty for wind "blow-off" for Shingles lost from the roof due to wind gusts not exceeding certain maximum speeds. Each type of these Shingles carries a maximum wind resistance limit for this coverage. Please refer to the Information Tables for the wind speed limits for the Shingles on your roof.

For the shingles specified in the Limited Warranty Information Table, the use of a High Wind Application will increase the limit of the maximum wind resistance under the Limited Wind Resistance Warranty (a "High Wind Resistance Limited Warranty"). The wind speed limits for the High Wind Resistance Limited Warranty for those Shingles are listed in the Information Tables. If additional nails as listed are used for the following Shingles, the maximum wind speed increases to one hundred thirty (130) mph (two hundred ten (210) km/h); for Superglass product it increases to 80 mph (129 km/h), in Canada only:

(i) two (2) additional (6 in total) nails for Biltmore shingles, and in Canada only for Superglass.

In addition, for the High Wind Resistance Limited Warranty to apply, CRC starter strip shingles must be installed at all eaves and rakes, and Hip and Ridge shingles or approved equivalent must be used on all hips and ridges. Also:

(i) the Limited Wind Resistance Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper and (b) for installations in Canada during the fall, winter or in cool weather, the Shingles have been manually sealed at the time of installation, and for installations at all other times in Canada, and at all times in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down;

(ii) the High Wind Resistance Limited Warranty will only apply if: (a) the Shingles were installed using roofing nails (not staples) in strict accordance with the instructions on the wrapper and (b) for installations in Canada, the Shingles have been manually sealed at the time of installation, and for installations in the U.S., the Shingles have been manually sealed at the time of installation, or have had the opportunity to seal down. Manual sealing is not required in the state of Florida.

For Regency in Canada provision (b) does not apply if the shingles have had an opportunity to seal down.

Shingles that are installed in cool seasons or weather may not seal until weather conditions are adequate to allow the self seal down strip to activate. Please see the **NO WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF SEALING STRIPS SEAL** paragraph in this Limited Warranty for more information regarding the self sealing strip. Please consult your roofer, shingle dealer, the product packaging or our website at www.canroof.com for more information on the application instructions for your Shingles.

For valid claims under the Limited Wind Resistance Warranty (where the warranty conditions are satisfied), CRC's Maximum Liability is to provide replacement Shingles for those Shingles lost from the roof due to 'blow-off', or alternatively, CRC will pay for the reasonable cost of manually sealing unsealed Shingles. Other costs, such as labor, tear-off, removal or disposal costs of Shingles, other shingles, roof, flashings, metal work, vents or repair of any other damages or expenses incurred or claimed, are not covered by the Limited Wind Resistance Warranty or otherwise.

NO LIMITED WIND RESISTANCE WARRANTY COVERAGE FOR WIND DAMAGE BEFORE SELF-SEALING STRIPS SEAL

All Shingles that contain a factory applied self sealing strip must be subjected to direct sunlight and warm temperatures for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight, or which are not exposed to adequate surface temperatures may never seal. Damage to the factory self sealing strip by dust, sand or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. CRC will not be responsible for any blow-offs or wind damage that may occur prior to thermal sealing having occurred. After the Shingles have sealed, the Limited Warranty that commenced at installation will cover wind damage or blow-offs, in accordance with the terms listed in the "Limited Wind Resistance Warranty" section of this booklet.

LIMITED ALGAE RESISTANCE WARRANTY

All CRC Shingles carry a Limited Warranty against discoloration caused by the development of blue-green algae on the exposed face of the Shingles (Please refer to the Information Tables to see this coverage and the period of coverage provided). If there is a valid claim under the Limited Algae Resistance Warranty, (where all the Warranty Conditions are satisfied), CRC's Maximum Liability is to provide the Owner with a labor payment certificate. The certificate will pay the reasonable costs of cleaning the affected Shingles up to a maximum value of \$15 per Square. This maximum value will be prorated based upon the number of months that the Shingles have been installed on the Owner's home at the time the claim is filed, divided by the maximum period of coverage listed in the Information Tables.

NON-TRANSFERABILITY OF LIMITED WARRANTY

This Limited Warranty provides rights to, and can only be enforced by the original Owner, or to a person to whom the Limited Warranty is allowed to be and is validly transferred as detailed below in the section titled "Limited Transferability of Limited Warranty". No other person or business can claim coverage or has rights under the Limited Warranty. In addition, CRC does not provide any warranty for Shingles purchased in Canada and installed in the United States or elsewhere not in Canada. Also, CRC does not provide any warranty for Shingles purchased in the United States and installed in Canada or elsewhere not in the United States.

LIMITED TRANSFERABILITY OF LIMITED WARRANTY

The Limited Warranty for your Shingles is intended to primarily provide coverage only to the original Owner of the Shingles. Certain limited provisions of the Limited Warranty and only for a limited period, as outlined below, may be transferred by the original Owner to the next property owner only once during the Limited Warranty period, and only during the first 10 years of the Warranty Period. If the original Owner dies, the Limited Warranty cannot be transferred to the Owner's estate or to anyone else. In the absence of a permissible and valid transfer of the Limited Warranty as set out herein, the Limited Warranty ends on the sale or other transfer of the property. To transfer certain provisions of the Limited Warranty from the original Owner during the first 10 years of the Warranty Period, the Owner must complete the following steps:

- Notification of a request for transfer must be received in writing by CRC at the Warranty Services Office. Both the Canadian and US Office addresses are listed below in the section entitled "Notification of Claims". Notification must be received within 30 days of the completion of the real estate transfer.
- The transfer request must attach the original Proof of Purchase for the Shingles, and a copy of the property transfer documents.
- The transfer request must also include payment in full of a \$100 transfer fee to complete the transfer.

Except for Biltmore and Regency shingles, upon the sale or transfer of the property, the Iron Clad Protection Period shall automatically terminate and for an allowable and valid transfer of the Limited Warranty, the CRC Shingles will then be covered for a limited Beyond Iron Clad Protection Period on a prorated basis for the Shingles only for a period of two (2) years following the transfer of the property. Please see the Limited Warranty Information Table for the method used to calculate the Limited Warranty coverage for the two (2) year period. The Reduction Figure for these Shingles will be $n/225$.

For Biltmore and Regency shingles, if the transfer of the Limited Warranty occurs within the first 7 years (84 months) after installation, the remaining Iron Clad Protection Period will remain intact. See the section titled "Iron Clad Protection Period" for more information. If the transfer takes place more than 7 years after installation, the Iron Clad Protection Period shall automatically terminate and coverage will be calculated on a prorated basis for the Shingles, using the formula shown in the Information Tables. (The Reduction Figure in Chart A for months 85-120 shall be $n/260$.) Regardless of when the transfer occurs, the Warranty Period for a transferred Limited Warranty for Biltmore and Regency shingles is limited to 15 years from the date of original installation.

EXCLUSIONS AND LIMITATIONS

Except as and limited to what is explicitly set out in this Limited Warranty with respect to the Limited Wind Resistance Warranty and the Limited Algae Resistance Warranty, the coverage under this Limited Warranty is only for manufacturing defects that result in a leak of the Shingles on the Owner's roof, and for no other cause whatsoever. Conditions that do not result in a leak, or are not due solely to a manufacturing defect in the Shingles are not covered by the Limited Warranty or otherwise.

As a result, and without limiting the generality of the foregoing, CRC will not have any liability or obligation under the Limited Warranty or otherwise for the following:

1. Any damage that occurs during or after any improper application process, including one that fails to follow CRC's printed application instructions;
2. Any variation in the color or shading between installed Shingles on the building, including the fading or weathering of colored granules used in any of CRC's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. CRC reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner. CRC will not be liable for any costs as a result of such modification or discontinuance of any product;
3. Any damage to the interior or exterior of any building, or any property or contents within or outside any building;
4. Any damage caused by Acts of God or other causes beyond CRC's control, including, without limitation, lightning, gale or wind (except for the coverage in the Limited Wind Resistance Warranty), hail, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof, or any other causes. This exclusion does not apply to ordinary wear and tear of Shingles caused by the elements;
5. Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building. This includes failure in the materials used as a roof base, or by the presence of people, animals, machinery, equipment or any traffic of any kind on the roof;
6. Any damage caused by buckling of Shingles. The installation of Shingles on dimensional lumber (including shiplap or board decks) is not recommended as it may cause buckling of Shingles;
7. Any damage that arises after the roof is altered following the original installation of the Shingles. This includes any alteration including structural additions, changes, or replacement; or equipment installations (including but not limited to, signs, water towers, fan housings, air conditioning equipment, solar heaters, water heaters, television and /or radio antennas, satellite dishes, skylights, and equipment or machinery of any kind);
8. Any costs incurred for any, work, repairs (whether temporary or permanent) or replacements not authorized in advance in writing by CRC;
9. Costs incurred for materials, repairs or replacements where materials produced by someone other than CRC (unless authorized in advance in writing by CRC to do so);
10. Any damage that arises from any cause other than a manufacturing defect that results in a leak;
11. Any discoloration or damage due to the presence of mold, mildew, fungus, algae, biological growth or pollutant or other matter on the Shingles or roof (except for the coverage in the Limited Algae Resistance Warranty);
12. Any damage or distortion caused by inadequate ventilation either at the eaves or on the rooftop of the building. This includes failure of ventilation caused by blocked, non operative or defective vents or any other condition that renders the ventilation system ineffective. Roof system ventilation should meet local building code standards for total vent area. Ventilation must also be distributed evenly between the rooftop and the eaves of the building;
13. Any costs related to the replacement of the Shingles that is not expressly covered in this Limited Warranty. This means that unless otherwise explicitly set out in this Limited Warranty, the Limited Warranty does not cover the cost of installation, application, tear-off, removal and disposal of Shingles, other shingles, roof flashings, metal work, vents or repair of any other damages caused by or associated with any leakage, or any other costs or expenses the Owner may incur or claim;
14. Any costs related to the removal of any asbestos present in the roof on which the Shingles have been installed;
15. Any damage due to the effects of debris, resins or drippings from trees in contact with or near the Shingles. Such damage may include blisters on the Shingle surface or premature aging caused by debris or matter on the roof;
16. Any damage due to the effects of chemicals on the Shingles, whether applied to the Shingles or roof, airborne or which otherwise come in contact with the Shingles or roof. This means that this Limited Warranty does not cover the effects on Shingles or roof of any chemical including but not limited to aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, organic or inorganic polar materials or any other related materials;
17. Any damage due to the excessive use of roofing cement;
18. Any damages or failure in performance of Shingles installed over insulated roof deck panels, except as outlined below under the section "REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS";
19. Any Shingle product sold with or bearing "ECONOMY NO WARRANTY" tape or marking. Such Shingle product is sold on an "As Is", no warranty basis;
20. Any damage to Shingles applied in a closed valley application, where Shingles are used to construct the valley or run-off areas on the roof. Open metal valleys are recommended for best roof performance;
21. Any claim under this Limited Warranty where the Owner deliberately or negligently misrepresents any material fact.

NO LIABILITY OR COVERAGE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES

The Limited Warranty provides coverage only for certain limited damage to Shingles that is directly caused by a manufacturing defect. IN NO EVENT SHALL CRC OR ITS AFFILIATES BE LIABLE FOR ANY INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES. This means, without limiting the foregoing, that 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. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so this condition may not apply to you in those jurisdictions.

REDUCED WARRANTY COVERAGE FOR LOW SLOPE ROOFS

The Limited Warranty terms set out in this document only apply to Shingles installed on roof slopes of 4 in 12 (1:3) and steeper. The limited Warranty Period for Shingles installed on low slope roofs (i.e. those with a slope of less than 4 in 12 (1:3) and down to 2 in 12 (1:6)) is 12 years, and will be prorated for material only (with no Iron Clad Protection coverage) at an annual reduction rate of 8.33%. If certain application procedures are followed as detailed in the application instructions printed on the Shingle wrapper, the regular Limited Warranty may be available for slopes between 3 in 12 and 4 in 12 (1:4 and 1:3). Please see the product packaging or visit www.canroof.com for application procedures and instructions for your Shingles, as certain Shingles may not be suitable for use on slopes below 4:12.

If you do not know the slope of your roof, please contact your contractor or roofer for assistance.

REDUCED WARRANTY COVERAGE FOR INSTALLATION OF SHINGLES ON INSULATED ROOF DECKS

The coverage under this Limited Warranty is reduced for any Shingles which are applied to any of the following:

- roof deck assemblies (of slopes greater than 2 in 12) where foam insulation is prefabricated into the roof deck system (commonly known as "nail board insulation"), or
- where insulation is installed immediately beneath an acceptable roof deck system

In the event that such Shingles are installed on insulated or unventilated decks the Warranty Period available to the Owner is reduced to 10 (ten) years with no Iron Clad Protection coverage. The annual reduction figure in this case shall be 10% per year.

LIMITED COVERAGE FOR REPLACEMENT SHINGLES

If CRC provides coverage under this Limited Warranty for a submitted claim, the replacement Shingles are covered by the Limited Warranty only for the remainder of the Warranty Period starting from the date of the original installation of the replaced Shingles.

SEVERABILITY

Each provision of this Limited Warranty is intended to be severable. If any provision hereof is illegal, invalid or unenforceable in whole or in part, such illegality, invalidity or unenforceability shall not affect the legality, validity or enforceability of the remainder hereof. 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.

NOTIFICATION OF CLAIMS

To receive coverage under the Limited Warranty, the following steps must be followed. This allows CRC 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:

- Contact CRC Warranty Services within thirty (30) days of becoming aware of the alleged concern. The Owner may reach CRC toll free at the numbers listed below:
Eastern Canada 1-800-361-5836 Western Canada 1-800-521-8484 United States 1-800-433-2811
- Provide all information requested by the CRC Warranty Claims Representative in order to open a claim. The Warranty Claims Representative will then forward a Homeowner Inquiry Survey to your attention.
- Complete and sign the Homeowner Inquiry Survey. Return the completed Survey along with the following additional items:
 - A valid Proof of Purchase for your Shingles, which must identify that the Shingles are CRC Shingles, the model of CRC Shingle, the quantity of Shingles Purchased and the date of original Purchase.
 - The required clear color photos as detailed in the Survey information.
 - Two complete sample Shingles from the roof which demonstrate the alleged concern. (If claim is for color concerns, please send two full sample Shingles of the lighter color and two full samples of the darker color.)
 - Any other information requested by the Warranty Claims Representative during the original reporting call.
- All requested materials should be provided to CRC 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 responsibility of the Owner. Claims materials should be sent to:

Canada Canroof Corporation Inc. 80 Stafford Drive Brampton ON L6W 1L4	United States Canroof Corporation Inc. 235 West South Tec Drive Kankakee IL 60901-8426
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- Provide CRC and its representative(s) with access to all of the CRC Shingles in question, and the roof and outside and inside of the building upon which it was installed for the purpose of investigating the claim, if CRC requests access. This request may include physical inspection of the roof surface, taking sample Shingles, and photographing the roof surface and the attic space, should CRC determine that such information is needed.

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

CRC 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.

IMPORTANT NOTICES

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of CRC. There are no other warranties which extend beyond the limited warranty described in this document. CRC will not be liable for any oral statement or other written statement about any CRC Shingle, whether such statements are made by an agent or employee of CRC or by any other person. CRC 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, 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 CRC 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: EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND CRC (INCLUDING ANY OF CRC'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. YOU AND CRC 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 CRC, 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 FOR CANADIAN CLAIMS, 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 CRC 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, CRC 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 CRC agree in writing. CRC 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 CRC 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 CRC 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.

NO ACTION OR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST CRC RELATING TO OR ARISING OUT OF THE SHINGLES, THEIR PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) 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 (1) 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.

This Limited Warranty applies to CRC Shingles sold on or after October 27, 2017 and supersedes all previously published warranties.

Effective February 2011

Cemplank® Lap Siding

Cempanel® Vertical Siding

25 Year Limited Transferable Product Warranty

1. LIMITED WARRANTY: Subject to the terms and conditions of the warranty, the Manufacturer warrants (for the installation in the U.S. and Puerto Rico) that Cemplank/Cempanel products ("the Products"), when manufactured, comply with ASTM C1186, and are free from defects in material and workmanship. When used for their intended purpose, properly installed and maintained according to the Manufacturer's published installation instructions, the Products are warranted for a period of 25 years from the date of purchase. This Limited Warranty extends only to (i) the first retail purchaser of the Product; (ii) the first owner of the structure to which the Product is applied and (iii) the first transferee (each a "Covered Person"). If during the Warranty period, any Product proves to be defective, the Manufacturer, in its sole discretion, shall replace the defective Product before it is installed, or, during the first 10 years, reimburse the covered person for losses up to no more than twice the retail cost of the defective portion of the Product. During the 11th through the 25th year, the warranty payment shall be reduced by 6.70% each year such that after the 25th year no warranty shall be applicable. If the original retail cost cannot be established by the covered person, the cost shall be determined by the Manufacturer in its sole and reasonable discretion. The Manufacturer's replacement of the defective Product or granting of a refund pursuant to Section 1 of this Warranty shall be the sole exclusive remedy available to the covered person with respect to any defect. **MANUFACTURER WILL NOT REFUND OR PAY ANY COSTS IN CONNECTION WITH LABOR OR ACCESSORY MATERIALS.**

2. WHAT YOU MUST DO/CONDITIONS OF LIMITED WARRANTY:

Warranty coverage under this Limited Warranty shall be subject to the following terms and conditions:

- A Covered Person must provide written notice to Manufacturer within thirty (30) days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. The notice must describe the location and details of the claimed defect and any additional information necessary for Manufacturer to investigate the claim. Photos of the Product, showing the claimed defect must accompany the notice. A claimant under this Limited Warranty must provide proof to Manufacturer that such claimant is a Covered Person as defined in Section 1 above.
- The Product must be installed according to Manufacturer's printed installation requirements and must comply with all building codes adopted by federal, state or local governments or government agencies applicable to the installation.
- Upon discovery of a claimed defect, a Covered Person must immediately, and at a Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied if applicable. Before any permanent repair to the Product, a Covered Person must allow Manufacturer or Manufacturer's authorized agent to enter the property and structure where the Product is installed, if applicable, and examine, photograph and take samples of the Product. Any repairs initiated by or on behalf of a Covered person without prior authorization from Manufacturer may void the warranty.

3. WHAT IS NOT COVERED: This Limited Warranty does not cover damage or defects resulting from or in any way attributable to: (a) The improper storage, shipping, handling or installation of the Product, including, without limitation, failure of the Product to be installed in strict compliance with the Conditions of Limited Warranty set forth in Section 2 of this Limited Warranty and/or improper installation of studs or other accessories; (b) Further processing, modification or alteration of the Product after shipping from Manufacturer; (c) Neglect, abuse, or misuse; (d) Repair or alteration; (e) Settlement or structural movement and/or movement of materials to which the Product is attached; (f) Damage from incorrect design of the structure; (g) Exceeding the maximum designed wind loads; (h) Acts of God including, but not limited to, tornados, hurricanes, floods, earthquakes, severe weather or other natural phenomena, (including, but not limited to, unusual climate conditions); (i) Efflorescence, peeling or performance of any third party paints, stains and/or coatings; (j) Growth of mold, mildew, fungi, bacteria, or any organism on any surface of the Product (whether on the exposed or unexposed surfaces); (k) Lack of proper maintenance, or (l) Any cause other than defects in material and workmanship attributable to Manufacturer.

4. LIMITATION OF LIABILITY: IN NO EVENT SHALL MANUFACTURER BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, INCLUDING BUT NOT LIMITED TO, ANY CLAIMS OF PROPERTY DAMAGE, BASED UPON BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER LEGAL THEORY. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

5. LIMITATION OF WARRANTY: THE ABOVE LIMITED WARRANTY IS THE EXCLUSIVE WARRANTY FOR THE PRODUCT. MANUFACTURER DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR PARTICULAR PURPOSE OR OTHERWISE. In the event that applicable consumer law prohibits the disclaimer of an implied warranty, the above Limited Warranty shall not extend the time period of any such implied warranty. Some states do not allow limitations for consumers on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from state to state.

6. ENTIRE AGREEMENT: This Limited Warranty contains an represents the only warranty extended by Manufacturer for the Product. No employee or agent of Manufacturer or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.

7. MODIFICATION OR DISCONTINUATION OF PRODUCTS: Manufacturer reserves the right to discontinue or modify the Product at any time without notice. In the event that repair or replacement of the Product pursuant to this Limited Warranty is not possible, Manufacturer will fulfill any repair or replacement obligation under this Limited Warranty with a product of equal or greater value.

8. HOW TO OBTAIN LIMITED WARRANTY SERVICE:

For warranty service call 1.866.375.8603 or write Claims Department, 10901 Elm, Avenue, Fontana, California 92337.



Homeowner Care and Maintenance Tips

- ❖ **Patching** - Dents, chips and cracks can be filled using a good quality cement patching compound (acrylic mortar patch) which can be found at your local Home Center or Hardware Store.
- ❖ **Mold/Mildew** - Remove using a commercial mold/mildew remover. Consult your paint manufacturer's recommendations before applying any mold or mildew remover.
- ❖ **Loose Siding** - Re-nail using a properly-sized corrosion-resistant fastener. Note: See Cemboard's written installation requirements at cemplank.com and NER405 (ESR-1844 for cempanel) for further details.
- ❖ **Caulk Replacement** - When sealant is in need of replacing, carefully remove existing caulk and replace with a high quality, paintable latex caulk. For best results use a latex caulk that complies with ASTM C-834, ASTM C920 or better. Caulking should be applied in accordance with the caulking manufacturer's written installation instructions.
- ❖ **Paint Maintenance** - Remove any damaged, chipped or cracked paint. Prior to repainting make sure that the surface area is properly cleaned and prepared. Repaint immediately using 100% acrylic paint.
- ❖ **Product Replacement** - Replacement of one or more pieces of Cemboard product should be done in accordance with Cemboard's written installation requirements and best practice guides.
- ❖ Call 1-800-942-7343 to obtain written installation requirements or for more detailed technical information.

COMPLETE AND SAVE FOR YOUR OWN RECORDS

Name of Owner _____
Installation Address _____
Name of Installing Contractor _____
Date Installed _____ Phone# _____

SAVE YOUR RECEIPTS



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CEM1103



RESIDENTIAL LIFETIME LIMITED WARRANTY

RESIDENTIAL WARRANTY. Cascade Windows will repair or replace any Cascade Windows brand vinyl window or door ("Product")¹ with a defect in materials or workmanship that substantially impairs operation or performance of the affected Product for the original owner of a residence into which the Product is initially installed for as long the original owner owns and occupies the Residence. "Residence" is an owner-occupied single-family home, townhome, condominium unit or non-rental vacation home. All other structures are covered under Cascade's Commercial Warranty. This Warranty is for Product purchased on or after January 1, 2015 and installed in a Residence. Any previous warranties will continue to apply to product manufactured prior to the effective date of this Warranty.

TRANSFERABILITY. If you sell the Residence or it becomes occupied by other than the original owner, this Warranty remains effective for 10 years from the original purchase date of the Product from Cascade ("Purchase Date"). The warranty is transferable only to one subsequent owner and cannot otherwise be assigned or transferred.

REQUESTING SERVICE. Cascade has no obligation unless it receives prior notice and an opportunity to perform. Upon discovering an issue that may be covered by this Warranty, contact the Cascade Windows Warranty Department at either (800) 442-8544, warranty@cascaidewindows.com, or through the dealer or contractor from whom you originally purchased the Product.

You must demonstrate qualification under this Warranty by providing: (1) Your name, address, daytime phone numbers, and proof of ownership of the property; (2) Documentation establishing product ID and date of purchase; (3) Name of the dealer or contractor that originally supplied the product; (4) Description of the problem (photos are helpful). Cascade will investigate and, for any issue covered under this Warranty, provide the labor and materials needed to repair the Product at no charge.

Cascade is not responsible for repainting, finishing, repairing or replacing building materials in connection with any warranty work, or for labor and materials for the installation of a complete replacement product. If repair is not practicable, Cascade may satisfy its obligation by shipping a replacement part or product to the original delivery site or by refunding the price of the affected Product. Replacement for discontinued parts or Product will be with the current Cascade product of nearest quality and appearance. Cascade requires reasonable access to nonconforming Product and may satisfy its obligation by providing a replacement part without labor if access to the Product is not safe or practical. **IMPORTANT:** If a problem is found before the Product is installed, do not install the Product.

DISCLAIMERS & EXCLUSIONS. This Warranty sets forth Cascade's maximum liability for the Product and is your sole and exclusive remedy with respect to any and all losses or damages resulting from any cause whatsoever. **CASCADE DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED (INCLUDING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), OR ARISING BY OPERATION OF LAW, TRADE USAGE OR COURSE OF DEALING. CASCADE SHALL NOT BE LIABLE FOR SPECIAL, INDIRECT, CONSEQUENTIAL OR INCIDENTAL DAMAGES, REGARDLESS OF CASCADE'S NEGLIGENCE.** Some state and federal laws do not allow the exclusion or limitation of implied warranties, incidental or consequential damages, so the above limitations may not apply to you. Where implied warranties are prohibited by law, the duration of any implied warranty is limited to the duration of this Warranty, claims must be presented in the same time and manner, and the relief available shall not exceed that stated herein. This Warranty gives you specific legal rights and you may also have other rights, which vary from state to state. In no event shall the liability of Cascade exceed the price of the Product.

WHAT THE WARRANTY DOES NOT COVER. Cascade Windows does not warrant and is not responsible for conditions related to or caused by:

- Normal wear and tear; natural weathering/fading of surfaces or hardware finishes; corrosion in highly corrosive environments (e.g. Hawaii, any structure within two (2) miles of saltwater); or the effect of use of harsh chemicals (e.g. brick wash) or abrasive cleaners to clean windows or adjacent construction.
- Failure due to misuse, abuse or inadequate maintenance; product damage; alteration or modification to the window (e.g. post-sale application of tints or films, paint finishes, improperly installed security systems, blinds, field-mulls); or as a result of any cause beyond the control of Cascade Windows (e.g. acts of nature, environmental factors, third parties).
- Painted surfaces, except for 10 years from Purchase Date Cascade will repaint surfaces painted by Cascade prior to delivery that significantly crack, pit, peel, blister, or suffer from non-uniform fading discoloration not due to environmental factors.
- Failure due to improper handling or installation not in a good workmanlike manner and conformance with industry standards; problems related to water or air infiltration around the window, mold or mildew, flaws in building design or construction, sloped glazing or other non-vertical installation; glass breakage.
- Gaps at joints or terminations designed to accommodate component expansion or resulting from component contraction that do not affect operation or performance of the window.
- Any effect related to installation into a condition that exceeds product design standards, certified performance specifications, or not in compliance with building codes (including egress and fall prevention); or damage from settling or movement of the home.
- Condensation, unless due to insulating glass failure. Condensation problems are related to excessive interior humidity levels; contact a heating/air conditioning specialist for help.
- Light or heat reflection off of Product.
- Fill or retention levels of gases inserted in the inner space of insulated glass units.
- A variance in performance from values based on laboratory testing (e.g. AAMA, NFRC). Product components and manufacturing processes have an inherent range of tolerances and many external factors can affect performance, such as installation, building movement, abuse and lack of maintenance.
- Product for which Cascade has not been paid, or Product sold by Cascade as clearance items, seconds, blemished, or in "as is" condition.

Only an officer of Cascade has the authority to modify or expand this Warranty, which must be in writing. The party purchasing the Product directly from Cascade understands that it is bound by these terms and agrees to provide this Warranty to its purchaser for delivery to the original owner of the structure into which the Product is installed.

Contact us at www.cascaidewindows.com or (800) 442-8544 if you have any questions, or for additional information including care, maintenance and installation instructions.

¹Cascade Windows vinyl windows and patio doors are manufactured by Window Products, Inc. and marketed under the Cascade Windows brand name for use in the United States.



Addendum to Purchase Contract

Address of Subject Home: _____

1. **Superseding Agreement.** The provisions of this Addendum are a material consideration for the Builder/Seller to enter into the Purchase Contract to which this Addendum is attached and such provisions supersede and preempt any and all different or inconsistent provisions in the Purchase Contract.
2. **The 2-10 HBW[®] Warranty.** At or about close of escrow, Builder/Seller will purchase for Buyer(s) a 2-10 HBW[®] Warranty administered by Home Buyers Warranty Corporation ("2-10 HBW[®]"). The 2-10 HBW[®] Warranty is a limited warranty that provides one-year workmanship, two-year systems and qualifying ten-year structural defect coverage for certain construction defects in the subject home. As consideration for the 2-10 HBW[®] Warranty, Buyer(s) agrees to the provisions of this Addendum, which supersede any different or inconsistent provisions in the Purchase Contract. Buyer(s) represents that they have been furnished with a copy of the 2-10 HBW[®] Warranty and has had an opportunity to read and understand it, including the binding arbitration agreement contained in it, before signing this Addendum.
3. **Arbitration Agreement.** Any and all claims or disputes between Builder/Seller, Buyer(s), and/or 2-10 HBW[®] arising from or relating to the 2-10 HBW[®] Warranty, Purchase Contract, the Home, the real property on which it is located, and any common elements in which the Buyer(s) has an interest, including without limitation, any claim of negligent or intentional misrepresentation, shall be settled by binding arbitration. The arbitration shall be conducted by Construction Dispute Resolution Services LLC, or DeMars & Associates, Ltd, or some other mutually agreeable service. The decision of the arbitrators shall be final and binding and may be entered as a judgment in any state or federal court of competent jurisdiction. Any person in contractual privity with the Builder/Seller whom the Buyer(s) contends is responsible for any construction defect in the Home shall be entitled to enforce this arbitration agreement. The Builder/Seller and Buyer(s) agree that this agreement and arbitration provision involve and concern interstate commerce and are governed by the provisions of the Federal Arbitration Act (9 U.S.C. §§ 1-16), to the exclusion of any different or inconsistent state or local law, ordinance or judicial rule.

By signing this Addendum, Buyer(s) agrees to all terms of the arbitration agreement and waive their right to a jury trial or class action litigation.

Buyer

Date: _____


Builder/Seller

Date: _____

Buyer

Date: _____

Title: _____



Moisture Intrusion & Water Damage

Information For Home Owners

Effective July 1, 2008, contractors that build new homes must provide special information to homebuyers about moisture intrusion and water damage, and provide a home maintenance schedule in accordance with ORS 701.335. The following information was prepared by the Oregon Construction Contractors Board (CCB) to help contractors comply with this requirement.

What is moisture intrusion and water damage? "Moisture intrusion" means water – whether liquid, frozen, condensed or vaporized – that penetrates into your home. "Water damage" means damage or harm caused by moisture intrusion that reduces the value or usefulness of your home.

How does moisture intrusion and water damage occur? Some causes of moisture intrusion and water damage are:

- Missing or loose roofing materials or flashing
- Window sills or door frames without adequate caulking or weather-stripping
- Lack of caulking in siding, mortar in masonry, or grout in exterior ceramic tile installations
- Degraded paint on exterior siding or surfaces
- Overflowing or clogged gutters
- Gutter drains or downspouts that are not a sufficient distance from the structure
- Improper drainage slope next to foundation
- Plant materials too close to the structure or foundation
- Sprinklers that overspray onto the structure or foundation
- Non-working interior ventilation systems

How can you tell if your home has water damage? Signs of water damage may include dampness, staining, mildew (blackened surfaces with a musty smell), or softness in wood (a possible sign of dry rot).

What to do if you see signs of water damage: If water damage is discovered, you should investigate its source. Take steps to repair or replace any building parts or materials that allowed the moisture intrusion. You may need to take additional steps, depending on the extent of the water damage.

If you have specific questions about maintaining your new home, ask your contractor. If you need professional assistance in conducting a maintenance inspection, you may wish to contact your contractor or a licensed home inspection business.

(ORS 701.335) (OAR 812-001-0240)

RECOMMENDED MAINTENANCE SCHEDULE FOR HOMEOWNERS (ORS 701.335) (OAR 812-001-0240)

Maintenance Item	Description of Maintenance	How Often	Date	Date	Date	Date
Caulking/Weather-Stripping	Check and repair missing, cracked, or peeling caulking or weather-stripping around window sills, door frames, and in siding gaps.	Twice yearly				
Debris Removal	Inspect gutters for debris blockage. Remove debris (for example, tree needles and leaves) from downspouts and gutters.	Yearly				
Foundation	Check soil around foundation to make sure that it slopes in such a way that water can flow away from the foundation. Fill soil in any areas that have settled around the foundation.	Yearly				
Gutters & Downspouts	Inspect gutters and downspouts for leaks. Repair if necessary. Check alignment of gutters, downspouts, and splash blocks to ensure that water is properly diverted away from the structure and foundation. Repair if necessary.	Yearly				
Landscaping Sprinklers	Check landscaping sprinklers to make sure that they are not set so that they will soak siding or form puddles near the foundation. Adjust if necessary.	Yearly				
Mortar	Check and repair missing mortar in exterior masonry.	Yearly				
Paint	Check painted surfaces for cracking, peeling, or fading. Repaint if necessary.	Yearly				
Roof	Check roof for damaged, loose, or missing shingles. Check flashing around roof stacks, vents, skylights, and chimneys and in roof valleys for missing or loose flashing. Repair or replace if necessary.	Yearly				
Trees & Shrubs	Trim back tree branches, shrubs, and other plants to make sure they are not in contact with the structure.	Yearly				
Ventilation Systems	Check to make sure that interior mechanical ventilation systems (such as bathroom, kitchen, and utility room vent fans) are in good working order. Repair if necessary.	Every two months				
Water Stains	Check for water stains in the roof of the attic and in the exterior overhangs or soffits. If water stains are present, locate and repair the cause of moisture intrusion.	Yearly				