



S&K CEDAR PRODUCTS LTD.

LIMITED WARRANTY – Rev. 93003

PRODUCTS AND PERSONS COVERED

This Limited Warranty covers Number 1 and Premium Grade Shakes and Shingles ("warranted products") manufactured by S&K Cedar Products Ltd. (S&K Cedar). The Limited Warranty is extended to the original house owner/consumer purchaser (the "original owner") and may only be transferred to any other person or entity one time providing the transfer is made within seven (7) years of the original installation date of the warranted products. In the event of such a warranty transfer, any provision or requirement of this warranty that applies or refers to the original owner shall become applicable to the transferee. Written notice and payment of a warranty transfer fee of twenty-five dollars (\$25.00 U.S.) to S&K Cedar is required before any warranty transfer shall become effective. S&K Cedar reserves the right to modify or rescind this warranty transferability provision (including the amount of any warranty transfer fee) at any time.

SCOPE OF THE LIMITED WARRANTY

Subject to the exclusions and limitations set forth below, S&K Cedar warrants to the original owner that the warranted product has been manufactured, inspected and graded in accordance with the Uniform Building Code Standard Number 15-3 or 15-4 and for the period (the "warranty period") specified below, (which is measured from the date of installation), the warranted products will remain free from defects causing leaks caused by product defects as described in the Standards AT THE TIME OF MANUFACTURE:

- #1 Grade 16" & 18" Shingles for 20 years;
- #1 Grade 18" & 24" Tapersawn Shakes for 20 years;
- Premium 18" & 24" Tapersawn Shakes for 25 Years;
- #1 Grade 24" X 1/2" Handsplit Shakes for 25 Years;
- Premium & Select 24" X 1/2" Handsplit Shakes for 30 years;
- #1 Grade 24" X 3/4" Handsplit Shakes for 30 years;
- Premium & Select 24" X 3/4" Handsplit Shakes for 35 years.
- #1 Grade 24" x min. 1" Handsplit Shakes for 35 Years.
- Premium & Select 24" x min. 1" Handsplit Shakes for 40 Years.

REMEDIES

If a warranted product fails causing leaks within the applicable warranty period due to a product defect as described in the UBC Standards and upon receiving a bona-fide written claim from the original owner, S&K Cedar shall at its sole election either (1) furnish replacement warranted product or (2) refund a pro rate portion of the amount the original owner paid for the purchase of the defective warranted product.

In the case of replacement, S&K Cedar shall be responsible only for providing replacement product. The original owner shall be responsible for all costs of replacement in excess of S&K Cedar's declared share as well as any additional cost of repair, including, but not limited to, labor and material for product removal and repair or replacement of venting, metal work, flashing, underlayment and other related materials.

In the case of a pro rata refund, the amount of the refund shall be determined by multiplying the purchase price of the defective warranted product by the percentage of the warranty period

remaining (determined by dividing the number of months remaining in the applicable warranty period by the total number of months in the warranty period) as of the date S&K Cedar receives the warranty claim. The foregoing remedies are the exclusive remedies available under this Limited Warranty.

EXCLUSIONS & LIMITATIONS

This Limited Warranty is extended only to the original owner and only covers manufacturing defects or defects in material that cause leaks within the applicable warranty period. Except as expressly stated above, this Limited Warranty does not cover installation, labor, or application costs, and does not in any case cover removal costs, flashings, underlayment, fasteners or other related materials used in the installation of warranted products. This Limited Warranty does not apply to warranted products used for any purpose other than roofing. This Limited Warranty shall not become effective unless each and every bundle of shakes, shingles or other roofing material applied to the roof is manufactured by S&K Cedar and carries S&K Cedar's Number 1 or Premium Grade Label. This Limited Warranty may not be altered by any wholesaler, dealer, roofer, contractor or representative of S&K Cedar. This Limited Warranty does not cover product failure due to:

1. Hurricane, tornado, windstorm, hail, lightning, flood, fire, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war, or acts of God;
2. Defects in workmanship in the installation of warranted products or other improper application, application not in accordance with locally accepted building codes or with the Uniform Building Code recommendations;
3. Damage caused by flashings, underlayment, fasteners, or other material used in the installation of the roof;
4. Settlement, warping, distortion, failure, cracking or movement of the roof deck, or walls, or settling of the foundation;
5. Neglect, misuse, or improper upkeep or maintenance, normal wear and tear or normal discoloration;
6. Improper handling, shipment or storage;
7. Build up of moss, leaves, needles, branches or other debris, insects or rodents;
8. Improper ventilation or roof drainage not in accordance with FHA standards;
9. Repairs or alterations made to the roof after its original installation, damage from paints, coatings or other solutions. The serviceable life of cedar shakes and shingles is affected by several factors over which S&K Cedar has no control and for which S&K Cedar assumes no responsibility under this Limited Warranty. These factors include, but are not limited to, climate index, quality of installation, maintenance, or ventilation, and the type and quality of the underlayment.

This Limited Warranty shall NOT apply to cedar shakes and shingles installed in the following states: Alabama, Florida, Georgia, Hawaii, Louisiana, Mississippi, North Carolina, South Carolina and Texas in the counties of Angelina, Austin, Brazos, Chambers, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Orange, Liberty, Montgomery, Newton, Polk, Sabine, San

Augustine, San Jacinto, Trinity, Walker, Waller and Washington or any other jurisdiction which requires cedar shakes and shingles to be preservative-treated. In those jurisdictions the treatment processors warrant their product separately.

REGISTRATION

This Limited Warranty is effective only upon registration with S&K Cedar and the issuance of a Limited Warranty Acknowledgement from S&K Cedar to the original owner. To register the Limited Warranty within forty-five (45) days after installation of the warranted products, the original owner must submit to S&K Cedar the completed Limited Warranty Registration form attached, copies of all invoices for the warranted products and their installation and ten (10) original labels from the warranted product.

CLAIM PROCEDURE

To make a claim under this Limited Warranty within forty-five (45) days after discovery of the alleged defect, the original owner must send a written description of the claim along with a copy of the Limited Warranty Acknowledgement to:

S&K Cedar Products Ltd.

**PO Box 3511, Stn Main
Mission, BC
V2V 4L1**

S&K Cedar reserves the right to have a representative inspect all warranted products that are claimed to be defective under the terms of this Limited Warranty. Any alteration, removal or repair of allegedly defective warranted products prior to settlement of the claim shall bar any right to seek relief under this Limited Warranty. S&K Cedar makes no express warranties except as contained in this Limited Warranty, and, to the full extent permitted by law, disclaims all implied warranties regarding the quality, performance or other characteristics of the warranted product including but not limited to implied warranties of merchantability or fitness of a particular purpose, or arising from course of dealing or usage of trade.

LIMITATION OF LIABILITY

In no event shall S&K Cedar be liable for any property, indirect, incidental, consequential, special, punitive, exemplary or similar damages including, without limitation, damages to the building where the warranted products are installed or to its contents, occupants or installers, whether based upon negligence, breach of warranty, strict liability, contract or any other theory, even if S&K Cedar has been advised or had reason to know of the possibility of such damages, or for any claim of any third party. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above limitation may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

GOVERNING LAW

This Warranty will be interpreted and the rights and remedies of the original owner determined by the courts of, and in accordance with the laws of the Province of British Columbia, and the original owner agrees to the jurisdiction of the courts of such province.



Fill out this registration form promptly after job completion. Detach and send via registered mail to S&K Cedar Products Ltd. Retain a copy of your records.

Owner's Name _____ Location of Installation

City _____ State _____ Zip _____ Phone

Type of " S&K Cedar " Shakes or Shingles Applied, Number 1 Grade and Premium Grade Only

Date of Completed Installation _____ Number of Squares

Company/Contractor _____ Address

Name _____ Contractor Signature _____ Date

Homeowner's Signature _____ Date

Send via registered mail to: S&K Cedar Products Ltd., PO Box 3511, Stn Main Mission, BC V2V 4L1. Registration must be accompanied by ten (10) representative S&K Cedar shake or shingle labels and a copy of your roofing contract or purchase invoice.