

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES, AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT OR CLEANING ALGAE-RESISTANT SHINGLES IN THE CASE OF ALGAE GROWTH AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) OR THIS LIMITED WARRANTY EXCEED THE REASONABLE COST OF SHINGLES AND LABOR TO REPLACE OR REPAIR THE DEFECTIVE SHINGLES.

This Limited Warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers and/or CertainTeed field representatives.

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from State to State, or Province to Province.

#### Roofing Plants and Regional Sales Office

CertainTeed roofing products are sold by CertainTeed Roofing in nine sales regions. They are manufactured in ten residential roofing plants and one commercial roofing plant. Since the early 1900s, CertainTeed has been an innovator in the building materials industry and today is a leading manufacturer of building materials including residential and commercial roofing, vinyl siding, composite decking and railing, fiber glass insulation and vinyl fence products. The company is headquartered in Malvern, Pennsylvania, and employs more than 7,000 employees at approximately 60 manufacturing facilities throughout North America. Continuing the 100-year commitment of "Quality made certain, Satisfaction guaranteed™," CertainTeed remains one of the most trusted names in the industry. More information is available at [www.certainteed.com](http://www.certainteed.com).

This document is also available in Spanish and French.

Call 1-800-782-8777 or go to [www.certainteed.com](http://www.certainteed.com).

Se puede obtener este documento en español. Favor de llamar 1-800-782-8777.

Ce document est disponible en anglais et en espagnol. Composez le 1-800-782-8777.

# ASPHALT SHINGLE PRODUCTS

## 2020 Limited Warranty



#### CertainTeed

ROOFING • SIDING • TRIM • DECKING • RAILING • FENCE • GYPSUM • CEILINGS • INSULATION

20 Moores Road Malvern, PA 19355

Professional: 800-233-8990 Consumer: 800-782-8777 [certainteed.com](http://certainteed.com)

© 01/20 CertainTeed, Printed in the USA, Code No. 20-20-3782

**CertainTeed**  
SAINT-GOBAIN

Congratulations... and thank you for your recent purchase of one of the fine products from CertainTeed Roofing. Since 1904, CertainTeed has been producing quality roofing products that provide long-lasting beauty and protection for homes of every size, style and age. For over 100 years, the basis for our name, "Quality made certain, satisfaction guaranteed," has been our ongoing philosophy.

Your CertainTeed roofing warranty fully explains how CertainTeed supports its products with the strongest warranty protection available. It is important that you read the warranty section of this brochure. The warranty lists the specific CertainTeed asphalt shingle products that are covered and the period of time for which they are covered. Take the time to understand how CertainTeed protects your purchase by standing behind our products.

## Limited, Prorated and Transferable Warranty

This warranty covers asphalt shingle products listed in Table 1, sold only in the United States of America, its territories and Canada.

### What and Who Are Covered and for How Long

From the date of installation, CertainTeed warrants to the original property owner/consumer that, when subject to normal and proper use, its shingles will be free from manufacturing defects for the warranty period specified in Table 1. CertainTeed will pay to repair, replace or clean, at its option, any shingles CertainTeed determines are defective under the terms of this Limited Warranty. In the event of repair, replacement or cleaning pursuant to the terms of this Limited Warranty, the warranty applicable to the original shingles shall apply to the repaired, replaced or cleaned shingles and will extend for the balance of the original warranty period.

Lifetime means for as long as the original individual property owner owns the property where the shingles are installed.

The Lifetime warranty period offered for certain shingles in Table 1 is only available to individual property owners. The warranty period for shingles installed on premises not used by individual property owners as their residence is limited as specified in Table 1. All property owners, who are not individual property owners, and all structures not used by individual property owners as their residence (e.g. corporations, governmental agencies, partnerships, religious organizations, schools, condominiums, property owner associations or cooperative housing arrangements, apartment buildings, and any other type of building or premises not owned by individual property owners) called "Other Ownership" are limited to either a 50-year or 40-year warranty period described in Table 1. In addition, for Other Ownership after the SureStart™ Protection period ends, this Limited Warranty covers only manufacturing defects that caused water penetration.

## SureStart™ Protection

Because CertainTeed roofing products are manufactured to the highest quality standards, we confidently include the additional assurance of SureStart™ protection. SureStart provides the strongest non-prorated protection you can get in the vital early years of your new roof.

All of CertainTeed's shingle products are covered by SureStart protection. Under this warranty feature, CertainTeed, at no charge, will pay to repair or replace, at its option, any shingles CertainTeed determines are defective during the SureStart period. Note: Wind warranty and algae warranty are covered separately as described on page 5. The SureStart period begins on the date of application and terminates following the warranty period specified in Table 1. CertainTeed's maximum liability under SureStart is equal to the reasonable cost of comparable replacement shingles and labor as determined by CertainTeed to replace or repair the defective shingles. Roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty, except for certain products with Lifetime warranty periods specified in Table 1, for which CertainTeed's maximum liability also includes the cost of roof tear-off, metal work, flashing and disposal.

In instances in which CertainTeed, under the terms of this warranty, has agreed to pay the reasonable cost of labor required to repair or replace defective shingles, CertainTeed will determine labor costs by Bluebook® or RS Means® data. CertainTeed will provide reimbursement for labor only upon receipt of a copy of the contractor's invoice or other written evidence of the completion of such work which CertainTeed, in its sole discretion, deems acceptable.

Costs associated with removal or replacement of overburden (items installed over the shingles, including but not limited to, solar panels, satellite dishes and gardens) are the sole responsibility of the property owner.

SureStart protection does not extend to any shingles applied to non-ventilated or inadequately ventilated roof deck systems as determined by CertainTeed, except as stated on page 4. CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles applied to a non-ventilated or inadequately ventilated roof deck system is calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less 1/120th of that amount multiplied by the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

## Beyond SureStart™ Protection

After the SureStart Protection period, if CertainTeed determines its shingles have a manufacturing defect, or for Other Ownership, if CertainTeed determines its shingles have a manufacturing defect that caused water penetration, CertainTeed's maximum contribution toward the cost of repairing or replacing defective shingles will be calculated using the reasonable cost of comparable replacement shingles as determined by CertainTeed less the Reduction Figure Per Month, specified in Table 1, for the number of months from the start of the warranty period to the date when CertainTeed determines the shingles are defective. Labor costs, roof tear-off, metal work, flashing and disposal expenses, and other costs or expenses incurred during such repair or replacement are not covered or reimbursed by this Limited Warranty.

TABLE 1

	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period <sup>1</sup>	Reduction Figure Per Month
<b>Lifetime Products<sup>A</sup></b>					
Grand Manor® Presidential Shake® TL Presidential Solaris® Landmark® TL Presidential Shake® (& IR) <sup>2</sup> Carriage House® Belmont® (& IR) <sup>2</sup> Landmark® Premium Landmark Solaris® Landmark® PRO NorthGate® Highland Slate®	Lifetime <sup>a</sup>	10 Years	110 <sup>tt</sup>	15	1/600*
<b>Lifetime Products<sup>B</sup></b>					
Landmark® IR <sup>2</sup> Landmark®	Lifetime <sup>a</sup> Lifetime <sup>a</sup>	10 Years 10 Years	110 <sup>tt</sup> 110 <sup>tt</sup>	10 10	1/600* 1/600*
<b>20 -, 25 - and 30 - Year Products</b>	Warranty Period	SureStart Period	Wind Warranty Miles Per Hour	Algae Resistant Warranty Period <sup>1</sup>	Reduction Figure Per Month
Patriot XT™30 IR <sup>2</sup> XT™25 <sup>3</sup> CT™20	30 Years 30 Years 25 Years 20 Years	8 Years 5 Years 5 Years 3 Years	110 70 60 60	10 10 10	1/360 1/360 1/300 1/240
Any shingles applied to any inadequately ventilated roof deck <i>(see footnotes to Table 1 on the next page)</i>	10 years <sup>t</sup>	N/A	N/A	N/A	1/120

## FOOTNOTES TO TABLE 1.

- A. The Lifetime Warranty period is only available to individual property owners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 50 years and the SureStart period is 10 years following the installation of the shingles. **Roof tear-off, metal work, flashing and disposal expense, incurred during repair or replacement are covered or reimbursed by this Limited Warranty.** Limited Warranty transferees during the SureStart™ period are limited to a 50-year warranty period (see section titled "Transfers During the SureStart Period" for details).
- B. The Lifetime Warranty period is only available to individual property owners on premises used as their residence. The warranty period for Other Ownership for these shingles is limited to 40 years and the SureStart period is 5 years following the installation of the shingles. Limited Warranty transferees during the SureStart period are limited to a 40-year warranty period (see section titled "Transfers During the SureStart Period" for details).

\* For Lifetime products, at the completion of the 40th year the reduction figure will remain at 480/600, or 20% of the total maximum liability.

† For details of warranty coverage for shingles installed on inadequately ventilated roof decks on both residential and commercial buildings, see provisions under "Inadequately Ventilated and Non-Ventilated Decks."

†† Wind warranty upgrade – These products are warranted to resist blow-off due to wind velocities, including gusts, up to a maximum of 130 miles per hour during the first fifteen (15) years, provided all of the following conditions are met:

1. The CertainTeed shingles are not applied over existing roof shingles (roof-overs are not permitted).
2. The CertainTeed specified corresponding hip and ridge accessory products are installed as cap shingles [Shadow Ridge®, Cedar Crest®, Shangle Ridge®, Mountain Ridge® and Landmark Solaris® (& IR)].
3. The CertainTeed specified corresponding starter shingles are installed along the roof eaves and rakes (Swiftstart®, High-Performance Starter and Presidential® Starter).

(Note: In Florida, CertainTeed will waive the requirement of applying starter shingles along the roof rake if all of the following conditions are met: The applicable building code requires that asphalt roof shingles be embedded in an 8-inch-wide bed of asphalt roofing cement applied along the roof rake edges. And, the shingles are installed and embedded in an 8-inch-wide bed of asphalt roofing cement along the roof rake edges in accordance with the code.)

<sup>1</sup>Algae Resistant Warranty period applies only to the Algae Resistant (AR) version of the pertinent shingle.

<sup>2</sup>CertainTeed's Impact Resistant (IR) versions of Landmark®, Presidential Shake®, Belmont®, and XT™ 30 shingles comply with UL 2218 Impact Resistance of Prepared Roof Covering Materials test criteria at time of manufacture.

<sup>3</sup>The wind warranty for XT™ 25 shingles installed in Alaska is 90 mph.

## Transferability

This Limited Warranty is transferable, but only by the original property owner/consumer to the first subsequent property owner. After the Limited Warranty has been transferred once, it is no longer transferable. A bank foreclosure or a change of ownership on a deed is deemed a transfer under this Limited Warranty.

## Transfers During the SureStart™ Period

If this Limited Warranty is transferred during the product's SureStart period, the warranty for the new owner is the same as it would have been for the original owner, except for certain products with Lifetime warranty periods where the duration of the transferred warranty will be 50 years or 40 years as specified in Table 1, measured from the beginning of the SureStart period (i.e. the date of installation), and the remaining period of SureStart protection will be available to the subsequent property owner.

## Transfers After the SureStart Period

If this Limited Warranty is transferred by the original property owner/consumer after the SureStart period, the warranty following the transfer will be limited to two (2) years from the date of the transfer. The warranty obligation will be calculated as explained in the section titled "Beyond SureStart Protection."

## Limitations

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage as a result of, including but not limited to:

- Winds, including gusts, greater than the Wind Warranty MPH in Table 1
- Damage caused by lightning, hailstorm, earthquake, fire, explosion, flood or falling objects.
- Damage caused by tornado, or hurricanes (other than as warranted under Wind Warranty MPH in Table 1).
- Distortion, cracking or other failure or movement of: the base material over which the shingles are applied, the roof deck, or the walls or foundation of the building itself.
- Damage caused by structural changes, alterations or additions, or by the installation of equipment (such as, but not limited to, aerials, signs or air-conditioning equipment) to the building after the original shingles have been applied.

- Shading, stains or discoloration to the shingles arising from outside sources such as, but not limited to, algae (unless blue-green algae as described in the section titled "Limited Algae Resistant Warranty"), fungus, moss, lichens or other vegetation, mold or mildew growth, or paints, chemicals or other similar materials.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the shingles.
- Installation of the shingles over non-approved roof decks as more fully explained in CertainTeed's installation instructions published at the time of original installation.
- Damage caused by improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Damage to the shingles, the roof deck or the structure caused by ice backup or ice damming.
- Damage caused by impact, including such things as tools, equipment or foot traffic.
- Vandalism or acts of war.
- Animals, animal feces or insects.
- Any other cause not a result of a manufacturing defect in the shingles.

Mold and mildew are functions of environmental conditions and are not manufacturing defects. As such, mold and mildew are not covered by this Limited Warranty or any implied warranty.

CertainTeed reserves the right to discontinue or modify any of its products, including the color of its shingles, and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in color in comparison to the original product as a result of normal weathering. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

## Inadequately Ventilated and Non-Ventilated Decks

Any shingles applied to inadequately ventilated or non-ventilated decks, other than the shingles and deck systems described in the section titled "Insulated Decks and Radiant Barriers," are subject to a reduced limited warranty period of ten (10) years and do not qualify for SureStart Protection. **SureStart™ Protection and the Warranty Period applicable to the shingle are available if** CertainTeed determines that the shingle damage was caused exclusively by a manufacturing defect that is unrelated to the inadequate roof system ventilation.

## Insulated Decks and Radiant Barriers

CertainTeed's Limited Warranty, including SureStart Protection, will remain in force when its fiberglass shingles are applied to roof deck assemblies where foam insulation is prefabricated into the roof deck system (often called "nailboard insulation"), where insulation is installed beneath an acceptable roof deck system, or where radiant barriers are installed, with or without ventilation, directly below the deck. Acceptable roof deck surfaces must consist of at least 3/8" thick plywood or 7/16" thick Oriented Strand Board (OSB) and slopes must be 2:12 or greater. If a different deck surface material will be utilized, please contact CertainTeed's Technical Services Department for assistance. (See the following important restrictions.)

The design professional is responsible for ensuring: 1) the proper quality and application of the insulation and/or radiant barrier, 2) the provision of adequate structural ventilation and/or vapor retarders as determined to be necessary, and 3) that all local codes are met (particularly taking into account local climate conditions). Special attention must be taken if cellular foam, fiberglass, cellulose insulation or other highly permeable insulation will be used in an unventilated system, or if the insulation/rafter or insulation/joist planes may create an air leak that could lead to moisture transmission and condensation problems. All these important factors and decisions, while not the responsibility of CertainTeed, are critical to assure proper deck system performance.

## Ventilated Nail-Base Roof Insulation

Ventilated Nail-Base Roof Insulation products (e.g. FlintBoard® CV) are made of rigid insulation (typically foam board) and another layer of material that provides air space above the insulation and below the nailable deck (which is typically at least 7/16" thick OSB or 3/8" thick plywood). These products can provide soffit-to-ridge ventilation, and if installed in accordance with the deck manufacturer's instructions to achieve sufficient ventilation, will not reduce the scope or length of CertainTeed's Limited Warranty coverage.

## Limited Algae-Resistant Warranty

Blue-green algae or gloeocapsa magma, (which has a black/brown appearance and is commonly but incorrectly called "fungus"), can create unsightly streaking on shingles. CertainTeed warrants that the Algae-Resistant (AR) versions of the products in Table 1 will remain free from blue-green algae growth (but not mold or mildew growth) which adversely affects the overall appearance of said shingles for a period of ten (10) or fifteen (15) years, as noted in Table 1.

If during the Algae-Resistant Warranty Period specified in Table 1, the overall appearance of the Algae-Resistant shingles is adversely affected by blue-green algae, CertainTeed will pay the reasonable cost to replace or clean at its option, any affected shingles. In the event of replacement or cleaning, for the remainder of the Algae-Resistant Warranty Period, CertainTeed's maximum contribution towards subsequent replacement or cleaning will be calculated using the Algae-Resistant Warranty Period specified in Table 1, less a prorated adjustment that reflects the number of months that have elapsed from the start of the Algae-Resistant Warranty Period to the date of reoccurrence.

### WARNING: FOR LOW-VOLUME RAIN AND SALT FOG AREAS

In areas of low-volume rain (e.g. areas that receive insignificant rainfall during a 90-day period) and/or "salt fog" (e.g. parts of the Southern California coastline), copper released by algae-resistant (AR) granules or shingles can react with aluminum in gutters and cause severe corrosion of the gutters. In such regions, CertainTeed strongly recommends that vinyl or copper gutters, not aluminum gutters, be used with algae-resistant shingles. CertainTeed disclaims all liability and responsibility for any damages that may result from the use of its algae-resistant shingle products with copper granules where gutters containing aluminum are used.

## Limited Wind Warranty

CertainTeed warrants its shingles will resist blow-off damage due to wind velocities, including gusts, up to the maximum wind velocity per the Wind Warranty MPH specified in Table 1 during the first fifteen (15) years of the warranty for Lifetime products and during the first ten (10) years for Patriot shingles and during the first five (5) years for all other products listed in Table 1.

CertainTeed's obligations and liability for shingle blow-off damage during the wind warranty periods as specified above are limited as follows:

- If shingles or hip/ridge accessories blow off because the self-sealing asphalt strips did not activate, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles.
- If shingles or hip/ridge accessories blow off before the self-sealing asphalt strips could have reasonably activated due to installation in cold weather, CertainTeed will furnish replacement shingles without charge, but only for damaged or blown off shingles. CertainTeed will not be responsible for or reimburse labor costs, roof tear-off, metal work, flashing and disposal expenses, or any other costs pertaining to removal or replacement of damaged shingles. Any costs in excess of CertainTeed's material contribution are the property owner's responsibility (and may be covered by owner's insurance).
- CertainTeed shall have no liability for any shingles not fastened in accordance with CertainTeed installation instructions published at the time of original installation.
- CertainTeed shall have no liability for any damage to persons or property caused by blown off shingles.
- CertainTeed's maximum liability during the Limited Wind Warranty period is the reasonable cost of hand sealing all of the shingles on the roof.

## Flintlastic® SA (Self-Adhering) System

For low slope residential roofing projects less than 2000 square feet (20 squares), CertainTeed offers a roof membrane limited warranty as follows: A 10-year warranty duration on a single ply of Flintlastic SA Cap sheet over a primed plywood roof deck or a 12-year warranty duration for a two-ply system consisting of a Flintlastic SA NailBase and a Flintlastic SA Cap sheet, provided the Flintlastic products were applied in accordance with CertainTeed's current installation instructions published at the time of installation.

CertainTeed warrants the roof membrane, subject to the following terms, conditions, limitations, and exclusions, for the duration specified above from the date of completion of the roof membrane installation. If during the duration of this Limited Warranty, a manufacturing defect in the roof membrane causes a leak, CertainTeed or its designated roofing contractor will,

at CertainTeed's sole discretion, repair or replace the roof membrane materials only as necessary to restore it to a watertight condition.

Only manufacturing defects in the roof membrane that cause leaks are covered by this Limited Warranty. CertainTeed's MAXIMUM LIABILITY during the first year of this warranty is the original cost of the CertainTeed membrane materials only. After the first year, CertainTeed's maximum liability is the original cost of the CertainTeed materials used on the roof reduced by 8.3% for 12-year warranty and 10% for 10-year warranty during each subsequent year, less any costs previously incurred by CertainTeed for repair or replacements.

Roof components which are not part of the roof membrane and hence not covered by this Limited Warranty include, but are not limited to, the following: underlying roof deck, insulation, vapor retarders, fasteners, metal work, drains, pitch pans, expansion joints, skylights, vents, plastic accessories, any flashing, decorative or reflective coating, surfacing and/or any aggregates. In no event, however, will CertainTeed be responsible for any costs related to the removal or abatement of any asbestos present in any existing roof system to which the CertainTeed roof membrane is applied.

## What the Customer Must Do

If you believe your shingles have a manufacturing defect, you must notify CertainTeed within 30 days of discovery and provide proof of property ownership and the date of shingle purchase and application. Without original or sufficient proof of purchase CertainTeed reserves the right to use the shingle manufacturing date for claim calculation. In order to properly evaluate and process a warranty claim, CertainTeed may require the property owner to submit a shingle sample to CertainTeed for analysis and/or permit a CertainTeed representative to make repairs to, take photographs of, and/or take samples from the roof, if required. CertainTeed will evaluate each properly reported claim and will repair, replace, clean or reimburse the property owner for the shingles it determines are defective, in accordance with the terms of this Limited Warranty within a reasonable amount of time. For more details about submitting a warranty claim, visit [www.ctroof.com](http://www.ctroof.com) or call (800) 345-1145.

### Please send all notifications and correspondence to:

**CertainTeed LLC, 1508 Delp Drive, Harleysville, PA 19438.**

**Attn: CertainTeed Roofing Technical Services Department. Telephone number: 800-345-1145.**

### Warranty Registration (not required)

You may register your product warranty on CertainTeed's website:

[www.certainteed.com/warrantyreg](http://www.certainteed.com/warrantyreg). Each registrant receives a registration confirmation number by return e-mail that can be printed and kept with this Limited Warranty and your proof of purchase. If you do not have internet access, you can register your shingles by sending: (1) your name, address, and telephone number; (2) the name and contact information of the contractor who installed your shingles and the original date of installation; and, (3) the type, color and number of squares of your shingles to: **CertainTeed LLC, 20 Moores Road, Malvern, PA 19355, Attn: CertainTeed Roofing Technical Services Department.**

CertainTeed will register your information and mail you a confirmation number.

Failure to register this warranty does NOT void the warranty or any of its terms.

## For Your Records

Product Purchased: \_\_\_\_\_ Date of Installation: \_\_\_\_\_

Roofing Contractor: \_\_\_\_\_ Contractor's Telephone No. \_\_\_\_\_

This warranty applies to shingles installed during the calendar year of 2020.

(The warranty in effect at the time the material is originally installed is the applicable warranty.)

### Exclusive Warranty and Limitation of Remedies

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR PROVINCES MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.