



## 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 IKO.**

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

# **IKO Asphalt Shingle Limited Warranty**

Congratulations on your purchase of IKO 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 IKO 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 IKO. This limited warranty can only be changed if such change is in writing and signed by an authorized corporate officer of IKO. IKO 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 IKO. IKO's Limited Warranty and your coverage is detailed in this booklet (the "Limited Warranty"). If you have questions about that coverage, contact IKO 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 certain Shingles which are covered by the Limited Algae Resistance Warranty set out herein that provide for the cleaning of discoloration on the exposed face of certain Shingles should that discoloration be caused by blue-green algae growth. Only Shingles shown as "AR" in the Information Tables, and Armourshake, Cambridge, Crowne Slate, Nordic, Dynasty, RoofShake HW and Royal Estate Shingles 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 all IKO Shingles, except for Nordic and for Dynasty, 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.

"IKO" in the United States means IKO Industries Inc. / in Canada it means IKO Industries Ltd.

"Iron Clad Protection" means the limited non prorated coverage provided by the IKO Limited Warranty during the Iron Clad Protection Period. Please read the section titled "IKO 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 IKO provides Iron Clad Protection coverage. Please read the section titled "IKO 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 IKO for your Shingles as expressly set out in this document, and are the only warranties being provided by IKO.

"Maximum Liability" means the maximum obligation of IKO 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, IKO 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 IKO 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 IKO warranty claim to be valid. The Warranty Conditions include:

- The Shingles were properly installed, in strict accordance with both IKO'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 IKO 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 IKO warranty to be valid or applicable.

### Limited Warranty Information Table

Name of Shingle	Warranty Period (months)	IKO "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 Warranty (months)
Armourshake™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Crowne Slate™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	95	110/130 [177/210]	120
Royal Estate™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	45	110/130 [177/210]	120
Dynasty® <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	40	130 [210]	120
Nordic™ <sup>3</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	75	130 [210]	120
Cambridge™ Cool Colors <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	N/A
Cambridge™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
RoofShake HW™ <sup>2</sup>	Limited Lifetime <sup>1</sup>	180	Refer to Chart A	Refer to Chart A	40	110/130 [177/210]	120
Marathon™ Plus AR <sup>2</sup>	300	60	n/225	m/600	30	60 [97] <sup>4</sup>	60
Marathon™	240	36	n/225	m/300	30	60 [97]	N/A

**Chart A – Limited Lifetime Warranty Information Table for Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles**

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

<sup>1</sup>For 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.

<sup>2</sup>Hip and ridge shingles used for installation of these shingles must be either Marathon, Marathon Plus AR, IKO UltraHP, IKO Hip & Ridge 12, IKO Hip & Ridge Plus or an IKO approved equivalent product.

<sup>3</sup>Hip and ridge shingles used for installation of these shingles must be IKO UltraHP IR or an IKO approved equivalent product.

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.

<sup>4</sup>In Canada the Wind Warranty for Standard Application is 70mph [112 km/h] and the High Wind Application Warranty is 80mph [129 km/h]. There is no High Wind application Warranty for Marathon Plus AR 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. IKO's warranty obligation will be reduced by  $(180/225 = .80) + (36/600 = .06) = .86$ . So IKO's maximum obligation would be 14%  $(100 - 86)$  of the cost of the replacement Shingles.

## **Asphalt Shingle Limited Warranty**

### **LIMITED WARRANTY**

IKO 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 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**

IKO 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, IKO 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, IKO's Maximum Liability is limited to the reasonable cost of placing new Shingles on the Owner's roof. This means that IKO 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, IKO's Maximum Liability is the prorated portion of the replacement Shingles required at the time the claim was reported to IKO. Alternatively, if IKO decides it cannot reasonably provide replacement Shingles, IKO may offer coverage based upon the prorated value of the maximum liability per Square as 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 Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles only during the first 15 years after they are installed on the Owner's roof, the IKO 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 IKO 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 above, 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 Marathon Plus AR it increases to 80 mph [129 km/h], in Canada only;

- (i) three (3) additional (8 in total) nails for Crowne Slate,
- (ii) two (2) additional (6 in total) nails for Royal Estate, Cambridge Cool Colors, Cambridge, RoofShake HW and for Canada only, Marathon Plus AR.
- (iii) one (1) additional (6 in total) nail for Armourshake.

In addition, for the High Wind Resistance Limited Warranty to apply, IKO starter strip shingles must be installed at all eaves and rakes, and IKO Hip and Ridge shingles or approved equivalent must be used on all hips and ridges. Rake application of starter strip shingles not required for Nordic or for Dynasty 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 (c) 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 Nordic and for Dynasty 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 LIMITED WIND RESISTANCE 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.iko.com/na](http://www.iko.com/na) 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), IKO's Maximum Liability is to provide replacement Shingles for those Shingles lost from the roof due to 'blow-off', or alternatively, IKO 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. IKO 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**

Some IKO 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 whether your Shingles carry this coverage and for the period of coverage provided). If there is a valid claim under the Limited Algae Resistance Warranty, (where all the Warranty Conditions are satisfied), IKO'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.

#### **NO LIABILITY OR COVERAGE OUTSIDE TERRITORY**

IKO does not provide any warranty for Shingles purchased in Canada, whether by the Owner or by any other party, and that are installed in the United States or elsewhere not in Canada. Also, IKO does not provide any warranty for Shingles purchased in the United States, whether by the Owner or by any other party, and that are 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 IKO 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 Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW 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 IKO 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 Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW 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 Armourshake, Crowne Slate, Royal Estate, Dynasty, Nordic, Cambridge Cool Colors, Cambridge and RoofShake HW Shingles is limited to 15 years from the date of completion 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, IKO 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 IKO'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 IKO's Shingle blends, backsurfacing transfer between Shingles, or asphalt staining of Shingles. IKO reserves the right to discontinue or modify any of its products, including the color blend of any Shingles, without notice to the original Owner. IKO 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 IKO'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 IKO;
9. Costs incurred for materials, repairs or replacements where materials produced by someone other than IKO (unless authorized in advance in writing by IKO 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 IKO 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.iko.com/na](http://www.iko.com/na) 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:

- a) 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
- b) 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 IKO 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 completion of 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 IKO the opportunity to review the claim and determine if the reported condition is covered by the Limited Warranty terms. To file a claim, the Owner must:

1. Contact IKO Warranty Services within thirty (30) days of becoming aware of the alleged concern. The Owner may reach IKO 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
2. Provide all information requested by the IKO Warranty Claims Representative in order to open a claim. The Warranty Claims Representative will then forward a Homeowner Inquiry Survey to your attention.
3. Complete and sign the Homeowner Inquiry Survey. Return the completed Survey along with the following additional items:
  - a. A valid Proof of Purchase for your Shingles, which must identify that the Shingles are IKO Shingles, the model of IKO Shingle, the quantity of Shingles Purchased and the date of original Purchase.
  - b. The required clear color photos as detailed in the Survey information.
  - c. 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.)
  - d. Any other information requested by the Warranty Claims Representative during the original reporting call.
4. All requested materials should be provided to IKO 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 IKO Industries Ltd. 80 Stafford Drive Brampton ON L6W 1L4	United States IKO Industries Inc. 235 West South Tec Drive Kankakee IL 60901-8426
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5. Provide IKO and its representative(s) with access to all of the IKO 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 IKO 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 IKO 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 IKO is entitled to conclude that the claim is not valid and decline coverage under the Limited Warranty.

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

## IMPORTANT NOTICES

This Limited Warranty replaces all other oral or written warranties, liabilities or obligations of IKO. There are no other warranties which extend beyond the limited warranty described in this document. IKO will not be liable for any oral statement or other written statement about any IKO Shingle, whether such statements are made by an agent or employee of IKO or by any other person. IKO does not authorize its representatives, distributors, contractors or dealers to make any changes or modifications to this limited warranty. EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATION CONTAINED IN THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, WARRANTIES, CAUSES OF ACTION, CONDITIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND EXCEPT FOR THE OBLIGATION EXPRESSLY CONTAINED IN THIS LIMITED WARRANTY, LIABILITY IS EXCLUDED RELATING TO, IN CONNECTION WITH, OR ARISING FROM, ANY RIGHT, CLAIM, REMEDY AND CAUSE OF ACTION AGAINST IKO OR ANY OF ITS AFFILIATED OR RELATED COMPANIES, OR THEIR AGENTS, OFFICERS, DIRECTORS AND EMPLOYEES, INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY, STATUTE, TORT, NEGLIGENCE, WAIVER OF TORT AND INDIRECT, ASSOCIATED, INCIDENTAL OR CONSEQUENTIAL DAMAGES.

**BINDING ARBITRATION: EVERY CLAIM, CONTROVERSY OR DISPUTE OF ANY KIND WHATSOEVER (EACH AN "ACTION") BETWEEN YOU AND IKO (INCLUDING ANY OF IKO'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 IKO 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 IKO, 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 IKO 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, IKO 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 IKO agree in writing. IKO will not elect arbitration for any Action you file in court in which you agree not to seek to recover more than \$25,000, including attorneys' fees and costs, so long as the claim is individual and pending only in that court. You may also reject this arbitration provision by notifying IKO in writing within 45 days after the installation of the Shingles or the valid transfer of this Limited Warranty to you. If any portion of this arbitration provision is not enforced in the arbitration, then either you or IKO can file a lawsuit in court to adjudicate the arbitrability of the Action and the enforceability of the portion of the arbitration provision at issue.

NO ACTION OR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER ACTION AGAINST IKO 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 IKO Shingles sold on or after February 18, 2019 and supersedes all previously published warranties.