

CGT 50 YEAR LIMITED WARRANTY

This limited warranty (the “Limited Warranty”) applies to the **TOWER™ SLATE** and **TOWER™ SHAKE** products (collectively, the “Products”) of Canadian General-Tower Limited (“CGT”).

CGT warrants to the original purchaser (the “Owner”) of the Products installed at the property with the address indicated hereinafter (the “Property”) that the Products are free from manufacturing defects at the time of sale. CGT further warrants that, subject to the terms set forth herein, the Products will be free from defects, under normal use, for a period of 50 years from the date of receipt of this Limited Warranty registration application by CGT (the “Term”).

TERMS, CONDITIONS AND LIMITATIONS

1. The registration materials for this Limited Warranty must be fully completed and submitted to CGT within 30 days of installation of the Products.
2. To request performance of any CGT obligation under this Limited Warranty, the Owner must, within 30 days of the discovery of a defect in the Products, send: (i) a written notification with a copy of this Limited Warranty; (ii) the original purchase invoice; and (iii) a detailed description of the defect (together, these three items form the “Claim”) to: Q.C. Department Manager, Canadian General-Tower Limited, 52 Middleton Street P.O. Box 160, Cambridge, Ontario N1R 5T6.
3. CGT will, within a reasonable amount of time from receipt of the Claim, investigate the Claim and may request samples of the Products and photographs showing the extent of the defect, which the Owner must provide to CGT. If the Owner fails or refuses to cooperate in CGT’s investigation of the Claim (such as by failing to provide samples of the Products or photographs), CGT’s obligation under this Limited Warranty shall immediately terminate.
4. This Limited Warranty may be transferred by the Owner within the first 10 years of the Term. To transfer this Limited Warranty by the Owner to the next owner of the Property, the Owner must provide a written notice of this transfer, along with a photocopy of this Limited Warranty, a bank draft or money order in the sum of \$300.00 (Canadian), and proof of the date of closing, all within forty-five (45) days of the closing of the sale of the Property to the next owner (who will thereafter be deemed to be the “Owner”). CGT will forward this Limited Warranty, less any time already elapsed under the previous Limited Warranty, to the new Owner. For greater certainty, failure to follow this procedure shall result in the termination of any obligation on the part of CGT to any Owner.
5. If the Products are determined to have manufacturing defects within the first 15 years of the Term, CGT shall pay the reasonable cost of repairing or replacing the defective Products together with labour costs related thereto to a maximum of the original purchase price of the Products and original installation costs of the Products.
6. This Limited Warranty shall be prorated after the first 15 years of the Term. CGT will pay a percentage of the original material purchase price of the Products, which will be calculated by dividing the number of months remaining in the Term by the number of months in the full Term.
7. Any defects arising from or in connection with the installation of the Products or other products not supplied by CGT discovered by the Owner shall solely be the responsibility of the contractor who installed the Products (the “Roofing Contractor”), and any claims and notices of such claims against the Roofing Contractor shall be made by the Owner against the Roofing Contractor.

8. This Limited Warranty will not be applicable to any failure, defects or damage arising from or connected with:

- (a) non-uniform colour changes to the Products arising due to exposure to non-uniform sunlight and weather;
- (b) extremes of weather and atmosphere, causing the Products to fade, lighten, chalk, or acquire a surface accumulation of dirt, mildew or stains (the severity of which will depend on the location of the property, air quality and other local conditions over which CGT has no control);
- (c) neglect, misuse, application of paint, coatings, solvents or cleaners, faulty or improper installation, or Owner failure to conduct reasonable necessary maintenance to prevent a surface accumulation of dirt, mildew or stains;
- (d) plants, insects, animals, earthquakes, hurricanes, tornados, cyclones, gales, lightning, hail, fires, floods and all acts of nature, accidental or intentional damage, vandalism and all other causes beyond the control of CGT; and
- (e) error or omissions by contractors, designers or any other person or entity not retained by CGT.

9. THE REMEDIES STATED HEREIN ARE THE EXCLUSIVE REMEDIES FOR FAILURES, DEFECTS, DAMAGE OR OTHER FAILURES OF THE PRODUCTS. CGT DOES NOT ACCEPT LIABILITY BEYOND THE REMEDIES PROVIDED IN THIS LIMITED WARRANTY, WHETHER BASED ON CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO DAMAGES FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, OR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES, AND INCLUDING BUT NOT LIMITED TO ANY LIABILITY FOR THIRD PARTY CLAIMS, IN EACH CASE EVEN IF CGT HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. Without limiting the generality of the foregoing, except as expressly set forth in this Agreement CGT shall not be liable to the Owner or any other person for expenses such as the cost of the initial installation of the Products or the cost of the removal of the Products, the cost of repairing or replacing underlayment, flashings, vents, sheathing, fasteners, or similar items, water damage to the interior or exterior of a building or residence or to any property contained therein, failure or damages to surfaces or structures to which the Products are applied arising from settlement, distortion, movement, or cracking thereof.

10. LAWS OF SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF CONSEQUENTIAL OR OTHER TYPES OF DAMAGES, AND OWNERS MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM JURISDICTION TO JURISDICTION. UNDER SUCH CIRCUMSTANCES, THIS LIMITED WARRANTY AND THE LIMITATIONS AND DISCLAIMERS HEREIN SHALL BE TO THE GREATEST EXTENT PERMITTED BY LAW.

11. THIS LIMITED WARRANTY CONTAINS THE ENTIRE WARRANTY PROVIDED BY CGT, AND SHALL BE IN LIEU OF ANY AND ALL OTHER WARRANTIES, GUARANTEES OR CONDITIONS, WHETHER EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. NO REPRESENTATIVE OF CGT OR ITS AFFILIATES, OR ANY MANUFACTURER,

DISTRIBUTOR OR RESELLER HAS AUTHORITY TO MAKE ANY REPRESENTATIONS, WARRANTIES, CONDITIONS, COVENANTS OR GUARANTEES OTHER THAN THOSE STATED HEREIN.

12. This Limited Warranty is governed by the laws of the province of Ontario, Canada. Any disputes regarding or relating to this Limited Warranty or the Products will be resolved by arbitration to be conducted in English in Toronto, Ontario, Canada. The decision and awards of the arbitration will be final and binding upon the parties.

13. This Limited Warranty will be amended or modified only in writing signed by a duly authorized representative of CGT.

_____/_____
Signature of Original Purchaser (Owner): (Print Name)

Address of Installation (Property)

City Province / State Postal Code / Zip Code

Mailing Address (if different from Property Address)

City Province / State Postal Code / Zip Code

Phone

Contractor/Company (Roofing Contractor) Date of Installation of the Product

Street Address of Contractor/Company

Product Purchased: Tower Slate Tower Shake Product Colour: _____

Roof Size: _____ Roof Slope: _____

