

CEDAR WEST SHAKE AND SHINGLE 20 /50 YEAR LIMITED WARRANTY

PRODUCTS

This limited warranty covers Cedar West Brand cedar shakes and / or shingles, which are listed under the terms of warranty. The warranty is extended to the original homeowner only, from the date of completed installation.

TERMS OF WARRANTY

Subject to the limitations and exclusions set forth in this warranty, Cedar West Shake & Shingle (CWSS) warrants to the original homeowner that the products have been manufactured, inspected, and graded in accordance with CSA Standard 01181.1 and / or U.B.C. Standards 32-8 or 32-11; and the shakes or shingles will remain free from leaks caused by product defects as described in the above standards. The warranty period for Number 1 Grade and Premium Grade products and their pro-rata warranty are listed below.

Product Type	Dimensions	Period
Split & Resawn	18' x 1/2	20 Years
Split & Resawn	18' x 3/4	25 Years
Split & Resawn	24" x 1 /2	25 Years
Split & Resawn	24" x 3 /4	30 Years
Taper Sawn	18" x 5/8	25 Years
Taper Sawn	18" x 3 /4	30 Years
Taper Sawn	24" x 5 /8	25 Years
Taper Sawn	24" x 3 /4	30 Years
Taper Sawn	24" x 3 /4	50 Years
Shingle	#1 /16" Five X	20 Years
Shingle	#1 /18" Perfection	25 Years
Shingle	#1 24" Royal	30 Years

REMEDIES

If the warranted shakes or shingles leak within the warrantable period due to product defects described under Terms of Warranty, CWSS, at its sole election, will furnish replacement shingles or shakes or refund a pro-rata portion of the amount the original homeowner paid for the shingles or shakes.

The pro-rata refund works as follows:

Within the first year of the Warranty Period, CWSS will pay 100% of the original cost of the defective shakes or shingles, which caused the leak. During the remaining Warranty Period, CWSS will pay a pro-rata share of the original cost of the defective shingles or shakes, which caused the leak, based upon the percentage of the Warranty Period remaining.

LIMITATIONS AND EXCLUSIONS

This limited warranty shall not be effective unless each and every bundle of shakes or shingles applied in the field to the roof is properly tagged with the CWSS label.

This warranty does not apply to CWSS shingles or shakes installed in the states of Alabama, Delaware, Florida, Georgia, Hawaii, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, 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, Tyler, Walker, Waller, & Washing), Virginia, and West Virginia, unless they are treated by CWSS at an approved CCA treating plant and warranted by same. The treating plant warranty is separate from this limited warranty.

THIS WARRANTY DOES NOT COVER:

1. **Improper installation.** All CWSS shakes or shingles must be applied in accordance with manufacturers recommendations and those described in the Uniform Building Code.

2. **Improper use.** Any shingles or shakes not used for normal roof or wall applications.

3. **Ancillary costs.** The cost of any tear-off, installation, vents, flashings, underlayments, fasteners, or any other related materials.

4. **Acts of God.** Product failure caused by hurricane, tornado, lightning, flood, fire, falling objects, civil commotion, or acts of God.

5. **Structure failure.** Product failure caused by settling, warping, or distortion of the building.

6. **Neglect.** Product failure due to improper handling, use, or maintenance, including the buildup of leaves, needles, moss, dirt and other debris.

7. **Modifications.** Product failure due to repairs or alterations of the roof or walls after initial installation.

8. **Other products.** Product failure caused by flashings, vents, underlayments, windows, paints, coatings, solutions, etc.

9. **Consequential Damage.** Any damage of any kind whatsoever, including damage to the interior or exterior of the building.

10. **Damages of any kind suffered by anyone other than the original owner.**

11. **Factors beyond the manufacturers control.** The serviceable life of a cedar roof may be affected by climate index, installation practices, proper maintenance, ventilation, underlayments, and other conditions, which affect wear and tear. CWSS is not responsible for these factors causing product failure or damages.

SOLE WARRANTY

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PRUPOSE. NO REPRESENTATIVE, EMPLOYEE, OR AGENT OF CWSS, OR ANY OTHER PERSON, HAS AUTHORITY TO ASSUME FOR CWSS ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH SHAKES OR SHINGLES BEYOND THAT SET FORTH ABOVE. IN NO EVENT, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, OR FOR ANY OTHER CAUSE, WILL CWSS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

REGISTRATION OF WARRANTY

This warranty is effective only upon proper registration with CWSS. To register a warranty the attached warranty registration card must be completed and signed by both the installer and the homeowner. The registration must be sent via certified mail within 30 days of roof application (or within 30 days of occupation of a newly constructed home, accompanied by five representative UPC codes from CWSS material cartons applied to the roof and a copy of the roofing contract.

NOTIFICATION OF CLAIMS

Claims pursuant to this warranty must be submitted in writing, together with proof of purchase, installation dates, and applicable maintenance records, to the CWSS address set out below, within 30 days of the discovery of the failed shakes or shingles. CWSS, within a reasonable length of time of notification of failure, will investigate the claim, and if CWSS determines that any leaks are covered by this warranty, CWSS will resolve the complaint in accordance with the terms of this warranty within a reasonable amount of time. CWSS will not be liable for unauthorized replacement or the cost of replacement incurred prior to written acknowledgment by CWSS that it will replace the defective shakes or shingles.