

## HOME OWNER'S ASSOCIATION LIMITED 25-YEAR PRODUCT WARRANTY



THIS LIMITED WARRANTY COVERS STRUCTURAL INTEGRITY AND SPECIFIC MANUFACTURING DEFECTS OF INDIVIDUAL CeDUR™ SHAKES ONLY. MANUFACTURER DOES NOT WARRANT INSTALLATION, CRAFTSMANSHIP, METHODS, PRACTICES, LABOR OR MATERIALS PROVIDED BY AND USED BY OTHERS.

This Warranty, if properly registered with manufacturer, covers the original registered HOA. This Warranty covers the following:
A. Manufacturer's shakes will not suffer structural deterioration caused by exposure to normal elements, or have
B. Latent or concealed manufacturing defects in such individual shakes based on the following test(s) criteria:
Dimension & Weight - ICC-ES / AC07 - Section 3.3.1
Penetration Test - ICC-ES / AC07 - Section 4.5
Permeability Test - ICC-ES / AC07 - Section 4.7
Tensile Strength - ASTM D-638
Flexural Strength - ASTM D-790

As part of any complaint resolution process relating to the specific shakes, manufacturer reserves the right to fully investigate and/or inspect roof areas and/or areas of concern, methods of installation, workmanship, materials used, exposure and/or conditions to which the shakes may have been subjected, as well as collect shake samples for testing, if necessary, before any resolution or decision is made by manufacturer. Manufacturer will not be responsible for any cost associated with repairs or work performed on the roof where manufacturer has not had prior notification or opportunity to investigate any complaint.

- After investigation, if the shakes are found to not meet Items A and/or B above, manufacturer, at its choice shall:

  Reimburse HOA for the original cost or price of each individual shake; or
  Furnish individual replacement shake of shape, texture and color as close as possible to original product from those currently available.
  Manufacturer has the right to resolve/decide any complaint of Warranty coverage as it relates to items A and/or B above on a case-by-case basis beyond or otherwise from stipulations #1 and #2.

Manufacturer is not responsible for associated labor costs, shipping or other materials necessary for the replacement of shakes found to be defective based on Items A and/or B of this Warranty.

- Following are circumstances that could void, limit or affect this Warranty:

  Variations in color due to exposure to the elements, such as, sap, acid rain, fungus, mold, overspray or variations caused as a result of work of other trades.
  Color patching due to lack of sorting or mixing during installation.
  Surface cracking, chipping, delamination, scratching or scuffing of individual shakes which can be caused by transportation, loading, installation or exposure from the elements specific to the job site.
  Defects or failure of other materials or products used on the roof or in the roofing system, such as nails, paper, flashing, fasteners, etc.
  Improper or faulty installation of shakes caused by foot traffic, other trades, neglect or abuse.
  Foreign objects falling on the roof, such as, tree branches, basketballs, golf balls, etc.
  Damage to the individual shakes or structure of such caused by corrosives, or any other process that could cause excessive erosion or damage to surface of shakes to the roof or structure implies and constitutes acceptance of such. Any concerns, claims or complaints relating to the individual shakes as it relates to color, structural integrity or defects, must be reported to manufacturer immediately.

This HOME OWNER'S ASSOCIATION LIMITED 25-YEAR PRODUCT WARRANTY must be properly registered with manufacturer to cover and apply through the limited lifetime of such. In the event this Warranty has not been properly registered with manufacturer, by the HOA, it defaults to a two-year or 24-month period of coverage from date of original purchase of shakes; thereafter, no Warranty or coverage is provided regardless of the circumstances.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY INJURY, DAMAGE TO THE STRUCTURE, PROPERTY, TO PERSONS OR ENTITIES, ARISING OUT OF THE USE, INTENDED USE, INSTALLTION OR APPLICATION OF SAID PRODUCTS. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, PUNITIVE OR OTHER DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, DAMAGES FROM LOSS OF PROFITS, REVENUES OR INCOME, LOSS OF DATA, LOSS OF TIME, OR OTHER PECUNIARY LOSS) ARISING OUT OF ANY DEFECTS OR PROBLEMS IN THE SHAKES COVERED BY THIS WARRANTY. ALL SUCH DAMAGES AND EXPENSES ARE HEREBY EXCLUDED.

This Home Owner's Association Limited 25-Year Product Warranty is the only Warranty provided by manufacturer and supersedes any other Warranty and/or representations, whether oral or in writing, by any representative of manufacturer, roofing contractor or distributor or products.

If the law of your state prohibits the exclusion of such damages and expenses, then such damages and expenses are be stimited, but in no event shall liability of EAGLE Roofing Products exceed the original cost of shakes. Some states do not allow the exclusions or limitation incident consequential damage, thus, the above limitation of exclusion may not apply to you. consequential damage, thus, the

The Limited Warranty gives you specific legal rights, and you may have other rights which vary from state to state.

## **CDHOA-01001**

لي لي ال ال ال ال ال ال ال ال

NAME OF BUILDER:			
NAME OF ROOFING CONTRACTOR:			
DATE OF ROOFING INSTALLATION:			
STYLE AND COLOR INSTALLED:			
INSTALLATION STRUCTURE ADDRESS:			
	See back of this page in On	"Impor. Information	CeDUR™11.08

EAGLE ROOFING PRODUCTS – CeDU Shares - VARANTY REGISTRATION	CDHOA-01001
NOTE: ORIGINAL OWNER THE IN COMPLETELY, DETACH AND MAIL.	
I/We have read the entire Virgited Warranty and understand its provisions and limitations. Please activate this War	ranty immediately.
PLEASE PRINT:	
Owner's Name:	
AddressCity	StateZip
Builder Address	
Roofing Contractor Address	
New home Reroof Color name or #	
INSTALLATION STRUCTURE ADDRESS: Date of installation	
Signature	

MAIL TO: DIRECTOR OF WARRANTY REGISTRATION, EAGLE ROOFING PRODUCTS, 3546 N. RIVERSIDE AVE., RIALTO, CA 92377



## OTHER IMPORTANT INFORMATION PLEASE REVIEW

• CeDUR<sup>TM</sup> Shakes are recognized under the IBC, IRC & UBC for installation in areas subject to a maximum basic wind speed (3-second gust) of 100 mph (161 km/h), in Exposure B and having a mean roof height of 40 feet (12.2m).

- CeDUR<sup>TM</sup> Shakes are UL 2218 Class "4" hail impact resistant rated.
- CeDUR<sup>TM</sup> Shakes are Class "A" rated fire resistant with the addition of a Cap Sheet (ASTM D3909) or a Class "C" rated with standard ASTM D 226 No. 30 interply underlayment.
- We recommend that you check with your property insurance carrier or broker for possible discounts from published rates resulting in insurance savings due to ratings for fire, hail test and wind.
- Foot traffic, walking or pressure on shakes is not recommended and can cause damage, breakage or affect the structural integrity of the shakes. If necessary, we recommend you contact the original roofing contractor or select another qualified licensed roofing contractor to address any concerns or issues with your roof. If other trades or practices such as, pest extermination tenting crews, cable/satellite television installations, HVAC service/installation, decorations, tree trimming, painting, cleaning, etc., must walk on your roof, we recommend that you verify their rules or insurance coverage as it relates to any damage that may occur to the shakes or your roof as a system. Damage to shakes due to foot traffic voids Warranty provided by manufacturer.
- CeDUR<sup>TM</sup> Shakes are made using the finest ingredients available. These may have natural variations; therefore, color differences could occur or may be noticed in the shakes. During loading or installation of the product, it is very important that you and/or your roofing contractor inspect, sort, mix and view the roof (from a distance, at difference angles) to insure shakes are being installed in a matter that optimizes the beauty and prevents the patching or grouping of color variations that the shakes could have. Any problems or concerns with the shakes, regardless of the nature of such, color or integrity, must be reported to manufacturer immediately. Installation of shakes constitutes acceptance, regardless of the circumstances.
- Due to regular exposure from elements, the color of your roof or shakes can change or look different over time. Factors such as dust, rain, moss, fungus, acid rain, ash, sleet, oxidation, pollution, UV rays, tree sap or leaves, or other specific conditions of your area can affect your roof. Manufacturer does not warrant against changes caused by these elements or conditions.
- During loading or installation, if you or your roofing contractor have any concerns with the structural integrity, possible manufacturing defects or color issues with the shakes, you must contact your EAGLE Roofing Products representative or Customer Service Warranty Department immediately. Installation of shakes constitutes acceptance no matter the circumstances.

In the event that you need to file a claim under this Warranty, the following steps are mandatory:

- Send a notice of the claim in writing to EAGLE'S Warranty Department as noted below.
  - Include a proof of original WARRANTY and/or Transfer of WARRANTY.
  - Include a copy of the original roofing contract (if available).
- Manufacturer will not be responsible for any cost associated with repairs or work performed on the roof where manufacturer has not had prior notification or opportunity to investigate any complaint.

Upon receipt of a complaint notice, EAGLE Roofing Products will promote contact you and investigate the claim in accordance with the terms of this W RANT

our

Should you have any questions about your CeDUR<sup>™</sup> shakes, pt Customer Service Warranty Department 800.400.3245 EAGLE Roofing Products / Warranty Department 3546 North Riverside Avenuc Rialto, CA 9377 Thank you for choosing FOLE kooning Products

DURTM HOAT

© 2008 Eagle Roofing Products 187 11/2008