

**BUCHNER MANUFACTURING INC.**  
**ALUMINUM SHINGLES AND ROOFING COMPONENTS**  
**LIMITED WARRANTY**

Certificate No. \_\_\_\_\_

Buchner Manufacturing Inc. ("BMI"), warrants for FOURTY (40) years from date of installation the aluminum substrate will not corrode or fail structurally. BMI also warrants for 40 years from date of installation the coatings on our aluminum shingles and roofing components (herein together referred to as "Shingles") will not crack, flake or peel. The cracking, flaking or peeling of the coating must be apparent on ordinary outdoor visual observation. Minute fracturing which may occur in normal fabrication is not covered under this warranty. This warranty covers; (a) chalking in excess of ASTM D-4212098 method A D659 number 8 rating, and, (b) changes in colour of more than five (5.0) Hunter delta-E units as determined by ASTM method D-2244.02. Colour change shall be measured on an exposed surface that has been cleaned of surface oils and chalk, and the corresponding values measured on the original or unexposed painted surface. Colour changes may not be uniform on surfaces that are not equally exposed to the sun and elements and BMI does not warrant that colour changes will be uniform. For installations using four fasteners per shingle, inserted on new roof sheathing that complies with local building code, the shingles will not detach from the roof or deform due to wind speeds of up to 150 km per hour.

**Exclusions:**

This warranty does not cover damage or deterioration caused by; faulty installation (not following BMI installation instructions), damage on installation, where solar panels or non BMI snow guards or anything else is affixed or attached, improper handling, shipping or storage of Shingles after delivery by BMI, settling of the building, improper or inadequate venting or insulation, normal weathering and fading, harmful chemicals and air pollution, collision with foreign objects, hail, damage from cascading ice and snow, fire, lightning, earthquakes, hurricane, tornado, windstorm or other "Acts of God", erosion, explosions, external forces, riots, vandalism, civil commotions or other "Acts of War", misuse, abuse or other occurrences beyond BMI's control. No warranty is provided where the Shingles are installed on property subject to sea spray or located within 500 meters of a salt-water environment. No warranty is provided for Shingles that have been painted or whose surface has been altered in any way without written authorization. This warranty applies only to the finish applied on continuous coil material and accessories manufactured and sold by BMI. Finishes applied by anyone other than BMI are excluded from this warranty.

**Remedies:**

At BMI's option, BMI shall either repair any defective Shingles or provide a refund. Any repair of defective Shingles by BMI will be limited to refinishing, repairing or replacement of the affected areas. BMI can assign this work to a dealer of its choosing. In no event shall BMI's obligation for either refinishing, repair or replacement of the Shingles or the refund exceed the original amount received by BMI for the Shingles subject to the warranty claim. BMI cannot control changes in paint colour formulae over time and as a result cannot guarantee a paint colour match. BMI at its sole discretion has the right to substitute product of equal price and quality.

**Original Owner and Transfer:**

The warranty applies to the installation address as registered on the warranty certificate. This warranty is for the benefit of the original owner ("Original Owner") of the building where the Shingles are installed and may be transferred one time only from the Original Owner to the next owner ("New Owner") for a fee of \$200 and may not be further assigned. The New Owner must reside at the property and BMI must receive a written request for transfer which includes the warranty certificate number, date of installation, Original Owners name and New Owners name. The request must be received by registered mail together with the transfer fee within 30 days of transfer of ownership otherwise the warranty is void. Warranty periods on transfer will be prorated from the date of original installation. All other conditions of this warranty apply to the New Owner.

**Limitations:**

The warranty applies only to installations of Shingles on buildings within Canada and the Continental United States.

ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE ARE LIMITED IN THOSE THAT ARE SET OUT HEREIN AND IN DURATION TO FOURTY (40) YEARS (AS SPECIFIED ABOVE). BMI MAKES NO WARRANTY, EXPRESS OR IMPLIED, OTHER THAN SET FORTH HEREIN, OR REQUIRED BY LAW.

BMI SHALL IN NO EVENT BE LIABLE FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER, WHETHER ALLEGED TO HAVE RESULTED FROM DELAY IN DELIVERY, DELIVERY OF NON-CONFORMING MATERIAL, DEFICIENCIES IN MATERIAL, OR ANY OTHER CAUSE WHATSOEVER, AND WHETHER ARISING FROM BREACH OF CONTRACT, BREACH OF WARRANTY, TORT, INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. The remedies set out under the Remedies section of this warranty shall be exclusive. If any portion of this warranty is held to be illegal or unenforceable, the legality and enforceability of the remainder of this warranty shall be unaffected.

This is the only warranty offered by BMI written or otherwise and may be modified by BMI at its discretion without notice.

**Registering and Claims:**

The warranty is only valid if the registration certificate is fully completed and sent registered mail to the address shown within 30 days of installation. Once received, a certificate number will be assigned and returned to the owner. All claims under this warranty must be made in writing including the warranty certificate number, date of installation, the name of owner as written on the original registration form and explanation of the damage. Send it registered mail to Buchner Manufacturing Inc. 16650 Bayview Ave. Newmarket, ON L3X 2S8. BMI shall have reasonable access and time to inspect any damage and decide on the remedy.

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To register this Warranty, complete all fields, detach, and send registered mail to:  
Buchner Manufacturing Inc., 16650 Bayview Ave. Newmarket, ON L3X 2S8

Installing Contractor \_\_\_\_\_ Date Installed \_\_\_\_\_

Owner(s) Full Name (print) \_\_\_\_\_ Owner Signature \_\_\_\_\_

Installation Address \_\_\_\_\_