

BARDOLINE GUARANTEE



LIMITED GUARANTEE

Onduline Building Products Ltd guarantees to the Owner that Onduline Shingles are free from manufacturing defects which are compromising the Waterproofing of the roof for the guarantee period stated below. We do not guarantee any aesthetic performance of the products themselves. For the purposes of this Limited Guarantee, the term "Owner" shall refer to the original purchaser, or the original proprietor of the home or building where the shingles are installed. The guarantee period shall start from the date of purchase invoice and shall be for a period as indicated on the below table. For the starting period (10 or 5 years according to the product as specified below) Onduline guarantees, making an exception to the Limited Guarantee, the 100% of the value of the goods supplied. Starting from the following year the value shall be reduced, including the first 10 or 5 years (according to the product as specified below), according to the below reduction:

Shingles Model	Guarantee period Limited	Special first full guarantee period	Annual Reduction value	Coverage
BARDOLINE PRO S125, PRO and BARDOFIX	20 years	10 years	5%	materials only
BARDOLINE CLASSIC	10 years	5 years	10%	materials only

SOLE GUARANTEE

This limited guarantee is exclusive and limits as to the duration all other guarantees, whether expressed or implied by law, including the implied guarantees of merchantability and fit for particular purpose, for the period stated above. Onduline Building Products Ltd. makes non representations or guarantee of any kind other than the limited guarantee set forth herein, and no person is authorized to alter this limited guarantee, either orally, or in writing to allow limitations of how long an implied guarantee lasts, or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This guarantee gives you specific legal rights and you may have other rights which vary from state to state.

LIMITATIONS OF LIABILITY

This limited guarantee is the sole and exclusive means by which the owner of Onduline Shingles containing manufacturing defects will, at the election of Onduline Building Products Ltd receive replacement shingles of a similar design as those originally installed, or, a refund up the prorated limited set forth above. Should Onduline decide to replace Shingles, this will be invoiced at the official price in force at the moment of shipment, deducting the credit coming from this guarantee from the original total amount. Onduline Building Products Ltd wherever possible will replace shingles with shingles of the same design. Since Onduline Building Products Ltd may modify the shingles, Onduline Building Products Ltd reserves the right to replace defective shingles with shingles of a similar design. The refund due to the original purchaser will be calculated on the basis of the amount of the original purchase invoice less ABOVE STATED % per annum of the original cost, as calculated from the date of purchase.

ONDULINE BUILDING PRODUCTS LTD SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT OR OTHER DAMAGES, NOR SHALL ONDULINE BUILDING PRODUCTS LTD BE LIABLE BASED UPON ANY THEORY OF NEGLIGENCE, BREACH OF GUARANTEE, STRICT LIABILITY, OR ANY OTHER THEORY, OTHER THAN THE LIMITED GUARANTEE SET FORTH HEREIN.

EXCLUSIONS OF COVERAGE

Onduline Building Products Ltd shall not be liable for, and this limited guarantee does not apply to: damages which are attributable, in whole or in part, to other causes, including but not limited to:

- (a) Labor, tear-off, installation, flashing, under-layments, or other related work on products;
- (b) Damage to the shingles caused by Acts of God, lightening, wind velocities greater than 60 miles per hour, hurricanes, tornados, hail storms, or any other distortions, failure cracking or movement of the roof deck, walls or foundations of the building;
- (c) Damage to the tile caused by any defects, or failure of the materials used as a roof base over which Onduline Building Products Ltd . shingles have been applied, including installation of shingles directly over any type of roof deck, other than those specified in Onduline Building Products Ltd installation instructions;
- (d) Claims by subsequent owners or transferees: this limited guarantee is personal to the owner, and is not assignable or transferable under any circumstances;
- (e) Damage to the shingles caused by improper of defective flashing or metalwork;
- (f) Installation not in accordance with Onduline Building Products Ltd printed instructions;
- (g) Roof or structural alterations made after installation of the shingles, whether such alteration be done by additions, changes or replacement, or by installations, and/or other such alterations;
- (h) Damage to the shingles caused by traffic (walking on the roof) or heavy objects on the roof;
- (i) Damage of the shingles caused by application of cleaning solutions, paints coating or modifications of any kind;
- (j) Damage to the shingles caused by misuse, neglect or improper handling or use before, during, or after installation;
- (k) Damage to the shingles caused by improper ventilation or drainage;
- (l) Expenses incurred for any unauthorized replacement, or for the cost of replacement incurred prior to written acknowledgment of Onduline Building Products Ltd responsibility;

NOTIFICATION OF CLAIMS

Written notice of the discovery of any alleged defect (s) shall be given to Onduline Building Products Ltd by registered or certified mail within 30 days of discovery. Failure to give such notice voids any obligation that Onduline Building Products Ltd may have with regard to defective shingles. This Guarantee Certificate signed by the contractor or dealer and dated as of a completion of installation will help establish proof of purchase. Please complete the below form and mail it promptly.

HOW CLAIM WILL BE HANDLED

Within 90 days after written notice of the alleged defect has been received by Onduline Building Products Ltd will cause such claims to be investigated. The owner must allow reasonable investigation of the allegedly defective product and allow the procurement of necessary samples for testing by Onduline Building Products Ltd as part of the claim investigation. If such investigation reveals that there is a manufacturing defect covered by this Limited Guarantee, Onduline Building Products Ltd will resolve the complaint in accordance with the terms of this Limited Guarantee, within 180 (one hundred and eighty) days of the original receipt of notice from the owner, subject to weather conditions.

The guarantee is non-transferable and does not cover the aesthetic quality of the material and proof of purchase is required.

GUARANTEE REGISTRATION CARD (Please print in ink or type)

Owner name _____ Street & N° _____ City _____

Contractor name _____ Street & N° _____ City _____

Roofer name _____ Number of sqm _____ Country _____

Invoice date and number _____

OWNER ACKNOWLEDGE

Receipt of the attached guarantee and its terms agreed to:

(Owner signature)

Date _____ 20____