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Limited Warranty

PRODUCTS AND PERSONS COVERED

This limited Warranty (the "Warranty") covers Number One and Premium Grade Shakes (the "warranted product") manufactured by Imperial Shake Co. Ltd ("Imperial"). The warranty is extended to the original/building owner (the "original owner") and may only be transferred to any other person or entity one (1) time providing the transfer is made within seven (7) years of original installation date of the warranted product. In the event of such a warranty transfer, any provision or requirement of this warranty that applies or refers to the original owner shall become applicable to the transferee. Written notice and a payment of a warranty transfer fee of twenty-five dollars (\$25.00 U.S.) to Imperial is required before any warranty transfer shall become effective. Imperial reserves the right to modify or rescind this warranty transferability provision (including the amount of any warranty transfer fee) at any given time without notice.

TERMS OF LIMITED WARRANTY

Subject to the limitations and exclusions set forth, Imperial warrants to the original owner that the warranted product has been manufactured, inspected and graded in accordance with the UBC 15-3 Standard and for the period specified below (which is measured from the date of installation), the warranted product will remain free from leaks caused by original product defects as described in the standards At The Time Of Manufacture.

PRODUCT TYPE	SIZE	GRADE	PERIOD
Split/Resawn	1/2 x 18"	#1 Grade	20 Yrs
Split/Resawn	1/2 x 24"	#1 Grade	30 Yrs
Split/Resawn	1/2 x 24"	#1 Grade 'Premium Select'	35 Yrs
Split/Resawn	1/2 x 24"	Premium 100% VG	35 Yrs
Split/Resawn	3/4 x 18"	#1 Grade	30 Yrs
Split/Resawn	3/4 x 24"	#1 Grade	40 Yrs
Split/Resawn	3/4 x 24"	#1 Grade 'Premium Select'	50 Yrs
Split/Resawn	3/4 x 24"	#Premium 100% VG	50 Yrs

REMEDIES

If the warranted product leaks within the applicable warranty period due to an original product defect as described in the UBC Standards and a upon receiving a bona fide written warranty claim from the original owner, Imperial shall at it's sole election either (1) furnish replacement warranted shakes or (2) refund a pro rata portion of the amount the original owner paid for the purchase of the defective warranted product. In the event of a replacement (1) Imperial shall only be responsible for providing replacement warranted product up to a maximum amount equivalent to the amount of any pro rata refund (2) that would be paid for the same warranty claim. The original owner shall be responsible for any replacement costs above this maximum amount, as well as any additional expenditures including, but not limited to, labor or materials, such as tear-off (product removal) costs, or the costs of repair or replacement of venting, metal work, flashing, underlayment and other related materials.

In the case of a pro rata refund (2) the amount of the refund shall be determined by multiplying the purchase price by the percentage (%) of the warranty period remaining (determined by dividing the number of months remaining in the applicable warranty period by the total number of months in the warranty period) as of the date Imperial receives the warranty claim. The foregoing remedies are the exclusive and sole remedies available under the Warranty.

EXCLUSIONS AND LIMITATIONS

This Warranty shall not be effective unless each and every bundle of shakes applied to the roof is manufactured by Imperial and carries an Imperial Number One or Premium Grade identifying label. This Warranty does not apply to warranted products used for any purpose other than roofing. Any wholesaler, dealer, roofer, contractor or representative of Imperial may not alter this Limited Warranty. This Warranty does not cover product failure due to:

- Hurricane, tornado, windstorm, hail, lightning, flood, fire, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riots, civil unrest, war or acts of God;
- Buildup of moss, leaves, needles, branches or other debris, insects or rodents;

- Damage caused by flashings, underlayment, fasteners, or other material used in the installation of the roof;
- Improper handling, shipment or storage;
- Improper ventilation or roof drainage not in accordance with FHA standards;
- Defects in workmanship in the installation of warranted products or other improper application, applications not in accordance with locally accepted building codes or with the Uniform Building Code recommendations;
- Neglect, misuse, or improper upkeep or maintenance, normal wear and tear or normal discoloration;
- Warranted products failure or damage caused by paints, coatings or other solutions;
- Settlement, warping, distortion, failure, cracking or movement of the roof deck, or walls, or settling of the structural foundation;
- Repairs and other alterations made after the original installation;

The serviceable life of Cedar shakes is affected by several factors over which Imperial has no control and for which Imperial assumes no responsibility under this Warranty. These factors include, but are not limited to, climate index, quality of installation, maintenance, or ventilation, and the type and quality of the underlayment.

This Warranty shall NOT apply to Cedar Shakes installed in the following States: Alabama, Delaware, Florida, Georgia, Hawaii, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Tennessee, Texas (in the counties of Angelina, Austin, Brazos, Chambers, Fort Bend, Galveston, Grimes, Hardin, Harris, Jasper, Jefferson, Orange, Liberty, Montgomery, Newton, Polk, Sabaine, San Augustine, San Jacinto, Trinity, Walker, Waller and Washington), Virginia and West Virginia, unless they are pressure treated with an approved preservative and warranted by a treatment warranty which is separate from this warranty.

WARRANTY REGISTRATION

This Warranty is effective upon proper registration with Imperial and the issuance of a Warranty Acknowledgment Notice from Imperial to the original owner. To register the Warranty, the original owner must submit the completed warranty registration form attached along with all invoices for the warranted products and their installation and ten (10) original labels from the warranted product WITHIN THIRTY (30) DAYS after installation of the warranted product.

CLAIM PROCEDURE

To make a claim under the Warranty, the original owner must WITHIN THIRTY (30) DAYS after discovery of the alleged defect to which the claim relates, send a written description of the claim along with the copies of the Warranty Registration form and Warranty Acknowledgment Notice to:

Imperial Shake Co. Ltd, P.O. Box 1596, Sumas, WA 98295-1596

Imperial reserves the right to have a representative inspect the warranted product that is claimed to be defective under the terms of the Warranty. Any alteration, removal or repair of material claimed to be defective prior to settlement of the claim shall bar any right to seek relief under the Warranty. Imperial shall be entitled to charge a service fee if the alleged defect is not covered by the Warranty.

DISCLAIMER AND LIMITATION OF LIABILITY

IMPERIAL MAKES NO EXPRESS WARRANTIES EXCEPT AS CONTAINED IN THIS WARRANTY, AND, TO THE FULL EXTENT PERMITTED BY LAW, DISCLAIMS ALL IMPLIED WARRANTIES REGARDING THE QUALITY, PERFORMANCE OR OTHER CHARACTERISTICS OF THE WARRANTED PRODUCT INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS OF A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL IMPERIAL BE LIABLE FOR ANY PROPERTY, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY OR SIMILAR DAMAGES INCLUDING, WITHOUT LIMITATION, DAMAGES TO THE BUILDING WHERE THE WARRANTED PRODUCTS ARE INSTALLED OR TO IT'S CONTENTS, OCCUPIERS, INSTALLERS, WHETHER BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, CONTRACT OR ANY OTHER THEORY, EVEN IN THE EVENT THAT IMPERIAL HAS BEEN ADVISED OR HAD REASON TO KNOW OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM OF ANY THIRD PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

IMPERIAL SHAKE CO. LIMITED WARRANTY REGISTRATION C

Owner's Name _____

City _____ State _____

PRODUCT TYPE	SIZE	GRADE	PERIOD
<input type="checkbox"/> Split/Resawn	1/2 x 18"	#1 Grade	20 Yrs
<input type="checkbox"/> Split/Resawn	1/2 x 24"	#1 Grade	30 Yrs
<input type="checkbox"/> Split/Resawn	1/2 x 24"	#1 Grade 'Premium Select'	35 Yrs
<input type="checkbox"/> Split/Resawn	1/2 x 24"	Premium 100% VG	35 Yrs

Date of completed installation _____

Installation Company _____

Address _____

Phone _____

Installer's Name _____

Homeowner's Signature _____

Street Address of installation _____

Zip Code _____

PRODUCT TYPE	SIZE	GRADE	PERIOD
<input type="checkbox"/> Split/Resawn	3/4 x 18"	#1 Grade	30 Yrs
<input type="checkbox"/> Split/Resawn	3/4 x 24"	#1 Grade	40 Yrs
<input type="checkbox"/> Split/Resawn	3/4 x 24"	#1 Grade 'Premium Select'	50 Yrs
<input type="checkbox"/> Split/Resawn	3/4 x 24"	#Premium 100% VG	50 Yrs

Material Cost _____

Number of Squares _____

Fax _____

Signature _____

Date _____

Note: Please retain a copy of this form for your records.

Fill out this form after job completion. Attach five (5) IMPERIAL Shake Labels and a copy of your Roofing Contract or Purchase Invoice and send this form within THIRTY (30) DAYS via Registered mail to:

IMPERIAL SHAKE CO. LTD, P.O. Box 1596, Sumas, WA 98295-1596
www.imperialshake.com

