**MANUFACTURER’S LIFETIME LIMITED WARRANTY**

**HOMEOWNERS PLEASE READ** submission requirements before approving your roofing contract.

**LIFETIME LIMITED WARRANTY**

For Limited Warranty registration information, see reverse side of this page.

**MANUFACTURER’S LIFETIME LIMITED WARRANTY TRANSFER PACKAGE CHECKLIST:**

1. Real estate transfer of title paperwork
2. $25 US transfer fee made payable to the “Cedar Shake & Shingle Bureau”
3. Completed transfer card including all signatures (Registrants will be mailed a transfer card with their registration confirmation letter)

**LIMITATION ON TRANSFER:** This Limited Warranty may be transferred by the Original Owner to any other person or entity (the “Permitted Transferee”) at a total of one (1) time, provided that the Original Owner submits the paperwork on the checklist above and payment of the transfer fee of $25 (US funds) to the CSSB within seven (7) years after the original Installation Date of the Warranted Products as defined in this Limited Warranty. In the event of such a transfer, any provision or requirement of this Limited Warranty that applies or refers to the Original Owner shall become applicable to the Permitted Transferee.

**TERMS OF LIMITED WARRANTY**

Subject to the limitations and exclusions set forth in this Limited Warranty, the Manufacturer warrants that:

1. The Warranted Products have been inspected, graded and labeled under the CSSB’s inspection and certification program in accordance with applicable CSSB standards; and
2. For the Limited Warranty Period, the Warranted Products will remain free from leaks caused by a product defect proscribed under the advisory grading standards used in the CSSB’s inspection and certification program (each a “Warranted Product Defect”).

**REMEDIES**

If a Warranted Product leaks within the Limited Warranty Period due to a Warranted Product Defect, upon receiving a bona fide Limited Warranty claim, the Manufacturer will, at its sole discretion and subject to the limitations and exclusions set forth below, either:

1. furnish replacement shakes or shingles for the Warranted Product that is defective,
2. refund the pro rata portion of the “Pro Rata Refund” of the amount that the Original Owner paid for the purchase and installation of the Warranted Product that is defective (the “Purchase/Installation Price”).

The REMEDIES SET OUT IN 1) AND 2) ABOVE ARE THE EXCLUSIVE REMEDIES AVAILABLE TO THE ORIGINAL OWNER OR PERMITTED TRANSFEREE UNDER THIS LIMITED WARRANTY.

In the case of a Pro Reta Refund pursuant to this Limited Warranty, the amount of the Pro Reta Refund shall be determined by multiplying the Original Owner’s Purchase/Installation Price (excluding any expenditures for additional labor or materials, such as tear-off (product removal) costs and the cost of installing, repairing, or replacing venting, metal work, flashings, underlayments, fasteners or related materials) by a multiplication factor (the “Factor”). The Factor shall be determined by dividing the Remainder by three hundred (300) months from the Installation Date to the date that the Original Owner or Permitted Transferee submits the warranty claim, up to a maximum of three hundred (300) months, from three hundred (300) (the "Remainder"); and (i) dividing the remainder by three hundred (300) (ii) dividing the remainder by three hundred (300): provided, however, that the Factor shall be a minimum of ten (10) percent.

In the case of furnishing replacement shakes or shingles pursuant to this Limited Warranty, the Manufacturer shall be responsible only for the retail cost of replacement shakes or shingles up to the amount of the Pro Reta Refund.

The Original Owner or Permitted Transferee shall be responsible for (i) any costs of replacement shakes or shingles over and above the amount of the Pro Reta Refund and all installation costs; (ii) any additional expenditures for labor or materials such as tear-off (product removal) costs; (iii) the costs of installing, repairing or replacing venting, metal work, flashings, underlayments, fasteners or related materials; and (iv) any and all other damage or loss.

**PRODUCTS, PERSONS, AND TIME PERIOD COVERED**

This Limited Warranty covers the products produced by the member manufacturer(s) of the CSSB (the “Manufacturer”) and the term “product” shall include the product labels that the original home builder/owner (the “Original Owner”) received with the Warranted Products, which are either: (i) Certified products certified under the Certigrade, Certi-Sawn, Certi-Ridge or Certi-Split brand names; or (ii) Warranted Products that are purchased by the Original Owner from the manufacturer(s) of the CSSB (the "CSSB") and in accordance with the Advisory grading standards used in the CSSB’s inspection and certification program, which shall be a minimum of 300 months, from three hundred (300) (the “Remainder”).

**WARRANTY PROVIDER**

The Manufacturer is solely responsible for any and all liability or obligations relating to this Limited Warranty and to the Warranted Product (the “Limited Warranty Obligations”).

The CSSB has been retained by the Manufacturer solely to provide certain administration services related to this Limited Warranty, including receiving the registration package, any correspondence relating to this Limited Warranty, and the transfer fee. The CSSB is not responsible or liable for any obligations of this Limited Warranty, including but not limited to, the Limited Warranty Obligations, or for any product standards developed or adopted by the CSSB or applied or used by the Manufacturer, the Original Owner and any Permitted Transferee.

The CSSB shall have no right or recourse against the CSSB, including without limitation, for the Limited Warranty Obligations, and the Original Owner and any Permitted Transferee hereby release the CSSB from any and all liability, whether past, present or future, with respect to the Warranted Products and any product standards developed or adopted by the CSSB.

**CLAIM PROCEDURE**

To make a claim under this Limited Warranty, the Original Owner or Permitted Transferee 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 copies of the warranty registration card and registration confirmation letter to the CSSB, which will process the documentation on behalf of the Manufacturer.

The Manufacturer reserves the right to have a representative inspect all Warranted Products that are claimed to be defective under the terms of this Limited Warranty. Any alteration, removal, or repair of Warranted Products claimed to be defective prior to resolution of the claim will bar any right to seek relief under this Limited Warranty.

**REGISTRATION CARD**

The CSSB administers this Limited Warranty on behalf of the Manufacturer. Please follow the Limited Warranty registration procedure outlined herein.

Submit to:
PO Box 1178
Sumas, WA 98295-1178
TEL: 604-820-7700 www.cedarbureau.org
FAX: 604-820-6266 info@cedarbureau.com

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This Limited Warranty shall not be valid unless each and every bundle of shakes or shingles applied to the Original Owner's roof or exterior wall is a Warrantied Product, named as follows: each bundle carries a CSSB Premium or Number One Grade Certi-Split®, Certi-Sawn®, Certigrade®, or Certi-Ridge® label. This Limited Warranty shall not apply to cedar shakes or shingles in the following states: Alabama, Delaware, Florida, Georgia, Hawaii, Kentucky, Louisiana, Maryland, Mississippi, North Carolina, South Carolina, Texas (in the counties of Argentina, Austin, Brazos, Chambers, Fort Bend, Galveston, Harris, Hardin, Jasper, Jefferson, Orange, Liberty, Montgomery, Newton, Polk, Sabine, San Augustine, San Jacinto, Trinity, Tyler, Walker, and Washington), Virginia and West Virginia unless such shakes or shingles are Certi-Last® pressure impregnated preservative treated cedar shakes or shingles or Certi-Guard® pressure impregnated fire retardant treated cedar shakes and shingles; provided, however, that Certi-Last® pressure treatments and Certi-Guard® fire retardant treatments are warranted solely by the treatment company disclosed on the product label, and not by the Manufacturer. The contact for customer service for system installations governed by the Florida Home Warranty Association Act are not covered by this Limited Warranty. This Limited Warranty does not cover any defects other than Warranted Product Defects on Warranted Products from the Manufacturer.

Items, conditions, defects and Warranted Product failures not covered by and excluded from this Limited Warranty include, but are not limited to, the following:

- Improper Installation. All Warranted Product installed by an Approved Installer comes with a workmanship guarantee issued by the Approved Installer that is separate from this Limited Warranty.
- Warranted Product failure or damage caused by: (i) improper initial installation, (ii) installation not performed by an Approved Installer, or (iii) installation or application not in accordance with the specifications of the CSSB's New Roof Construction Manual or Exterior & Interior Wall Manual or with high humidity requirements.
- Improper installation includes the use of incorrect fasteners. Check with the Manufacturer (and the treatment company if Certi-Last® or Certi-Guard® treated Warranted Product is used) for acceptable fastener specifications (refer to CSSB's website for current details).
- Tear-off And Other Costs. Tear-off (product removal) costs, or the costs of installing, repairing or replacing venting, metal work, flashings, underlayments, fasteners, or related materials.
- Unapproved Installation. Warranted Products that are not installed by an Approved Installer are not warranted on walls of 4/12 slope or steeper in accordance with the specifications of the CSSB.
- Unapproved Use. Warranted Products that are used for any purpose other than roofing or exterior wall siding.

Extended Risks. Warranted Product failure or damage caused by hurricane, tornado, hail, lightning, flood, fire, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war, or Acts of God;

Failure Caused By Other Conditions. Warranted Product failure or damage caused by settling of the building foundation, warping, distortion, failure of the roof deck or walls, or damage caused by venting, metal work, flashings, underlayment fasteners, or other materials used in the installation or application of the Warranted Product on the roof or exterior walls;

Neglect. Warranted Product failure or damage caused by neglect, misuse or abuse;

Improper Handling. Warranted Product failure or damage caused by improper handling, shipment, or storage;

Improper Maintenance. Warranted Product failure or damage caused by improper buildup of moss, leaves, needles, branches or other debris, or improper upkeep and maintenance;

Insects or Animals. Warranted Product failure or damage caused by insects or animals;

Improper Ventilation. Warranted Product failure or damage caused by improper roof or ventilation drainag that is not in accordance with FHA or CSSB standards;

Modifications. Warranted Product failure or damage caused by repairs or alterations to the roof or walls after initial installation;

Wood Treated Paints or Coatings. Warranted Product failure or damage caused by wood treatments, paints, coatings or other solutions;

Improper Documentation. Incomplete or unclear warranty claim paperwork and/or label submission not in accordance with this Limited Warranty; and

Factors Beyond the Manufacturer's Control. Warranted Product failure or damage, as determined by the Manufacturer, in its sole discretion, caused by factors that are beyond the control of the Manufacturer. The serviceable life of a cedar shake or shingle is affected by multiple factors beyond the Manufacturer’s control, such as climate index, quality of installation, maintenance, normal wear and tear, ventilation, and the type and quality of underlayments. The Manufacturer assumes no responsibility for product failure or damage caused by any such factor.

DISCLAIMER AND LIMITATION OF LIABILITY. THIS LIMITED WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, AND WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, THE MANUFACTURER EXPRESSLY DISCLAIMS AND EXCLUDES ANY IMPLIED WARRANTY OF MERCHANTABILITY, MERCHANTABILITY QUALITY, DURABILITY OR FITNESS FOR PURPOSE (INCLUDING FITNESS FOR A PARTICULAR PURPOSE), WARRANTIES ARISING FROM USAGE OF TRADE OR COURSE OF DEALING; AND ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE MANUFACTURED PRODUCTS. THE MANUFACTURER SHALL NOT BE SUBJECT TO AND IT EXPRESSLY DISCLAIMS:

(A) ANY OBLIGATIONS OR LIABILITIES ARISING OUT OF BREACH OF CONTRACT OR TWO YEARS AFTER SALES OR OTHER WARRANTY AS SET FORTH IN THIS LIMITED WARRANTY;

(B) ANY OBLIGATIONS WHATSOEVER ARISING FROM TORT CLAIMS (INCLUDING NEGLIGENCE AND STRICT LIABILITY) OR ARISING UNDER OTHER THEORIES OF LAW WITH RESPECT TO THE WARRANTED PRODUCTS OR ANY UNDERSTANDINGS, ACTS OR OMISSIONS RELATING THERETO; AND

(C) ALL CONSEQUENTIAL, INCIDENTAL, SPECIAL AND CONTINGENT DAMAGES WHATSOEVER. THE MANUFACTURER ALSO SPECIFICALLY DISCLAIMS ANY LIABILITY FOR PROPERTY OR PERSONAL INJURY DAMAGES (INCLUDING DAMAGES TO THE BUILDING, ITS CONTENTS, OCCUPANTS, OR INSTALLERS), PENALTIES, SPECIAL OR PUNITIVE DAMAGES, DAMAGES FOR LOST PROFITS OR REVENUES, LOSS OF USE, COST OF CAPITAL, COST OF SUSTAINED, FACILITIES, DOWNSTAIRS, SHIELDED, OR SLOW-DOWN COSTS, AND/OR ANY OTHER TYPES OF ECONOMIC LOSS.

IN NO EVENT SHALL THE MANUFACTURER’S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY EXCEED THE TOTAL AMOUNT PAID BY THE ORIGINAL OWNER FOR PURCHASE AND INSTALLATION OF THE WARRANTED PRODUCTS. SOME AREAS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS AND LIMITATIONS WILL APPLY TO THE MAXIMUM EXTENT PERMITTED BY LAW.

This LIMITED WARRANTY gives the original owner and permitted transferees specific legal rights, and other rights may vary which vary from state to state in the United States, and province/territory to province/territory in Canada, the Limited Warranties, the warranty disclaimers, and the limitation of liability set forth in this limited warranty shall survive a fundamental breach or breaches and/or failure of the essential purpose of this limited warranty or of any of the remedies provided thereunder in this limited warranty.

ENTIRE LIMITED WARRANTY

This Limited Warranty sets forth the entire warranty obligation of the Manufacturer with respect to the Warranted Products and may not be altered by any CSSB’s or its representatives or independent wholesaler, distributor, broker, retailer, dealer, roofing contractor, building contractor, care and maintenance contractor, representative, or any other person/company. Of course, any other person or company is free to offer its own independent warranty or limited warranty covering the same Warranted Products.

In the event that CSSB, the manufacturer, and the Approved Installer are all involved in a claim for warranty, the Approved Installer will be the sole agent for the Claimant and the claimant will not be permitted to file a separate lawsuit against CSSB and/or the manufacturer.

I understand and agree to the terms of this Limited Warranty. I confirm that the correct fasteners were used for this installation. I understand and agree that the CSSB is not in any way liable or obligated with respect to the Limited Warranty. I also understand and agree that this Limited Warranty is offered by the Manufacturer of the Certi-label® Warranted Products and not by the CSSB.

Original Homeowner’s signature ___________________   Date Signed __________________

Approved Installer’s signature ___________________   Date Signed __________________

I received, read, understood, and agree to the terms of this Limited Warranty. I confirm that the correct fasteners were used for this installation. I understand and agree that the CSSB is not in any way liable or obligated with respect to this Limited Warranty. I also understand and agree that this Limited Warranty is offered by the Manufacturer of the Certi-label® Warranted Products and not by the CSSB.

I confirm that I have submitted proper labels and paperwork necessary to validate the limited warranty coverage. I understand and agree that the limited warranty is not valid unless each and every bundle of shakes or shingles used in the installation of the Warranted Products is properly labeled as a Warranted Product. I confirm that I have properly labeled each and every bundle of shakes or shingles used in the installation of the Warranted Products.

I received, read, understood, and agree to the terms of this Limited Warranty. I confirm that the correct fasteners were used for this installation. I understand and agree that the CSSB is not in any way liable or obligated with respect to this Limited Warranty. I also understand and agree that this Limited Warranty is offered by the Manufacturer of the Certi-label® Warranted Products and not by the CSSB.

Failure to submit proper labels and paperwork necessary to validate the limited warranty coverage. I understand and agree that the limited warranty is not valid unless each and every bundle of shakes or shingles used in the installation of the Warranted Products is properly labeled as a Warranted Product. I confirm that I have properly labeled each and every bundle of shakes or shingles used in the installation of the Warranted Products.

These are samples of Certi-labels™ shown as guidance only. If job site labels do not have the “Certi” brand on ALL labels then the project does not qualify for this Limited Warranty.

PRODUCT LABEL SAMPLES (not shown to scale):

Label Samples: These are samples of Certi-labels™ shown as guidance only. If job site labels do not have the “Certi” brand on ALL labels then the project does not qualify for this Limited Warranty.