



## THE ALUMINUM SHINGLE COMPANY

### WARRANTY

#### Homeowner's Lifetime, Transferable, Non-Prorated limited Warranty

The *Aluminum Shingle Company* produces Perma-Lock aluminum shingles with carefully controlled quality and production standards. The Perma-Lock aluminum shingles manufactured by *The Aluminum Shingle Company* combine beauty and durability. This warranty will remain in effect for as long as the Original Property Owner(s) is living in and owns the property to which the shingles were applied. In the event that there is more than one Original Property Owner, this warranty will remain in effect for as long as one of the Original Property Owners is living and owns a significant interest in the property. This warranty may be transferred once by the Original Property Owner(s) to a subsequent owner of the property. In the event of a transfer of this warranty, the warranty period shall be 50 years from the original date of installation of the shingles. When the property is owned by other than an individual, such as in the case of a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government, or public entity, etc., the warranty period shall be 50 years from the original date of installation. This warranty is subject to terms and conditions, exclusions and limitations, requirements and legal rights stated in this certificate.

#### Warranty Coverage

The *Aluminum Shingle Company* warrants that its Perma-Lock aluminum shingles are free from manufacturing defects in material and workmanship. The shingles will not burn or support combustion, split or crack due to cold weather, rust, lose impact resistance with age, or be perforated by hail. The finish on the shingles will not chip, peel, flake, or blister under conditions of ordinary wear.

The *Aluminum Shingle Company* further warrants that its shingles will not fade or change color in excess of seven Hunter E units for a period of forty years from the original installation date. Color change determination shall be made using the ASTM D 2244 procedure comparing an unexposed panel to the exposed panel after the removal of dirt and chalk. *The Aluminum Shingle Co.* also warrants that its shingles will not chalk in excess of ASTM D 4214 rating for a period of forty years from the original installation date.

Upon notification and validation of the complaint, *The Aluminum Shingle Company* will, solely at its option, either repair, replace, or refinish the shingles found to be defective without charge to the Original Property Owners. *The Aluminum Shingle Company* shall have the option to refund the original purchase price of the installed shingles found to be defective. *The Aluminum Shingle Company's* obligations under this warranty shall in no event exceed the original purchase price of the installed shingles found to be defective. Any costs and expenses beyond *The Aluminum Shingle Company's* liability shall be the responsibility of the Original Property Owner. In the event of repair, replacement or refinishing pursuant to this warranty, the warranty applicable to the replacement shingles, or to the repaired or refinished products will extend only for the time remaining under the original warranty. Due to "normal weathering" (defined below), shingles, repaired, replaced or refinished during the warranty period may differ in gloss and color from shingles installed previously.

#### Coverage Exclusions and Limitations

This warranty does not cover damage of any kind resulting from faulty or improper installation, accidental damage, settlement, structural shrinkage or distortion of the building structure, hail (except in the case of leakage due to perforation of the shingles, which is covered by this warranty), fire, lightning, hurricane, tornado, windstorm, vandalism, earthquakes, or other acts of God, exposure to harmful materials including airborne or applied chemicals, fumes or vapors, salt spray directly applied or in the atmosphere, mildew

accumulation, impact of foreign objects, normal weathering, misuse, abuse or other causes beyond the control of *The Aluminum Shingle Company*. "Normal weathering" is defined as the damaging effects of sunlight and extremes of weather and atmosphere that may cause any colored surface to fade, or become soiled or stained. The degree to which normal weathering occurs depends on air quality, the building location and other local conditions over which *The Aluminum Shingle Company* has no control. This warranty shall not apply to shingles which have been painted or whose surface has been altered in any way without written authorization from *The Aluminum Shingle Company*.

*The Aluminum Shingle Company* reserves the right to discontinue or change the design or color of its shingles. If, for any reason, the shingles originally installed are not available at the time the defect is discovered, *The Aluminum Shingle Company*, in fulfillment of its warranty obligations hereunder, shall have the right to use a comparable product determined by both parties to be of comparable quality and price.

This warranty is your exclusive warranty from *The Aluminum Shingle Company* and represents the sole remedy available to the owner of Perma-Lock aluminum shingles. *The Aluminum Shingle Company* cannot and shall not be liable to you for a breach of any written or oral express warranties, such as those, if any, given to you by dealers, contractors, applicators, or distributors of the Perma-Lock shingles. Any implied warranties imposed by law, such as the implied warranties of merchantability and fitness for a particular purpose are limited in time and to the duration of the express warranty. *The Aluminum Shingle Company* makes no other representations or warranty of any kind other than that stated herein. *The Aluminum Shingle Company* shall not be liable in any event, for consequential, indirect or incidental damages of any kind, including damage to the interior or exterior of any building. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation and exclusion may not apply to you. This warranty gives you specific legal rights. You may also have other rights which vary from state to state or province to province. This warranty covers *The Aluminum Shingle Company's* Perma-Lock aluminum shingles. This warranty is valid in the United States, Canada, and Mexico.

*The Aluminum Shingle Company* reserves the right to withdraw this warranty without notice at any time; however, all warranties effectively registered shall remain in force until their expiration.

**Warranty Registration:** This warranty is valid only after the warranty registration card is completed in full within 30 days after the installation has been completed. Failure to notify *The Aluminum Shingle Company* as outlined above shall relieve *The Aluminum Shingle Company* of all warranty obligations. In addition, the warranty does not and will not take effect until the roofing project has been paid in full. The homeowner should keep the registered Perma-Lock aluminum shingle warranty in a safe place for future reference.

**Warranty Transfer**

This warranty may be transferred once by the Original Property Owner to a subsequent owner of the property as a 50-year non-prorated warranty from the original date of installation. This warranty may not be transferred by other than the first original owner. Notice of transfer of the property must be given to *The*

*Aluminum Shingle Company* within 30 days after the date of transfer of ownership of the property. Such notice must include the warranty registration number, the address of the property being transferred, the name and mailing address of the new owner and the date of transfer.

**Claims Procedure:** To file a claim under this warranty, the property owner must send a notice of claim to *The Aluminum Shingle Company* within the warranty period and within a reasonable period of time after the defect is discovered. The claim must describe the claimed defect and the date the defect was discovered. The claim must reference the warranty registration number and the original date of installation, and shall include the owners name, address, and phone number. Within a reasonable period of time after notification, *The Aluminum Shingle Company* will resolve the claim however necessary.

**The Aluminum Shingle Company**

**Perma-Lock Aluminum Shingle Warranty Registration Form**

***Owners Name:***

***Address:***

***Contractor's Name:***

***Phone:***

***Address:***

***Color of Shingles:***

***Date of Installation:***

***Perma Lock Invoice Number:***



WARRANTY NUMBER