

# 50 Year Transferable Limited Material Warranty



**General.** All Polysand™ Roofing Tiles (“Product”) purchased by the Customer have a 50 Year Transferable Limited Material Warranty (“Warranty”).

**Coverage.** Synthetic Inc. (“Polysand”) warrants to the original purchaser (“Customer”), its Product installed at the property owned by the Customer with the address indicated in Warranty Registration application, will be free from manufacturing defects that cause leaks, peeling, warping, rotting, separating, flaking when subject to normal use and conditions. Polysand warrants its Product against fading in excess of four (4) Hunter units (in accordance with ASTM D2244) beyond normal weathering in the area in which the Product is installed. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere which will cause any colored surface to gradually fade. The severity of any of these conditions depends upon the geographical location of the property, the cleanliness of the air and other local influences over which Polysand has no control. Claims related to fading or discoloration must be reported within ten (10) years from the date of the original Product purchase. If the claim is approved by Polysand, original amount paid for the Product will be refunded to the customer.

**Validity.** In order for this Warranty to be effective, Customer must complete and return signed Warranty Registration application to Polysand at the address listed at the end of this Warranty within 60 (sixty) days of installation. Polysand reserves the right to carry out an inspection of the installation prior to granting the Warranty.

**Transferability.** If there is a change in ownership, the Warranty may be transferred under the terms and conditions of this Warranty to the new owner within the first 10 years after the original purchaser buys the Product. The effective date of the Warranty will remain the date of original purchase by the original property owner. The Warranty can be transferred only once after the original owner. To maintain coverage under this Warranty, the transferee must provide the following to Polysand at the address listed at the end of this Warranty within 60 (sixty) days of the transfer: 1) documents that prove the transfer of ownership; 2) proof of the purchase date of the Product; 3) proof that the transfer is taking place within 10 years of the original purchase; 4) any fees required in order to process the transfer of original Warranty. Failure to provide the above information within specified period of time will void the Warranty.

**Limitations.** Polysand shall not be liable to Customer for any direct or indirect, special, incidental or consequential loss or damage attributable to faulty or negligent installation of the Product. This Warranty does not cover any damage to or defect in the Product directly or indirectly, wholly or partly attributable to the misuse, abuse or neglect of the Product, including any damage to the Product resulting from exposure of the Product to chemicals, solvents, paints, coating, cleaners, any damage resulting from fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God. Discoloration or staining related to shading from trees, bushes or any other natural vegetation is not covered. Discoloration, damage or warping related from chimney exhaust or other heat sources is not covered. This Warranty will not cover any damages caused by insects, animals, algae or moss. This warranty will not cover damage done while accessing the roof for construction or maintenance. The Warranty further excludes any damage to the Product caused by inadequate ventilation of the roofing system or caused by the installation of the Product in a manner not in accordance with the manufacturer’s recommendations and specifications and or local building codes.

Any information under this warranty should be delivered to Polysand at **145 Jardin Dr., Unit 6&7, Vaughan, Ontario, Canada, L4K 1X7** or at our email: **info@polysand.ca**

Polysand shall not be liable for any direct or indirect, special, incidental or consequential loss or damage suffered by Customer such as water damage to the interior or exterior of a building or residence or to any property contained therein, loss of profits or damages for mental distress.

**Claim Process.** Customer must notify Polysand in writing of any defects in the Product detected at the time of delivery or within 30 days after defect has been noticed during the Warranty period. This Notice along with a copy of Warranty Registration must be sent to the address listed at the end of this Warranty. Failure to provide the above information within specified period of time will void the Warranty. Customer may be required to submit samples of any defective material to Polysand for laboratory analysis. If a Customer submits to Polysand a Notice of defective Product, Polysand shall have a reasonable time, in its sole discretion: (1) to correct those defects by repairing or replacing any defective Product; or (2) to provide replacement Product to the Customer and pay the full reasonable cost of labor to replace defected Product. After ten (10) years of purchase of the Product, labor cost will no longer be covered and the amount of Product provided to the Customer in option (2) above will be reduced to reflect the amount of use Customer have received from Product through the date of the claim. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of the claim by the 600 (the number of months in the Warranty period). If Polysand elects option (2) above, Customer shall have responsibility to select the contractor to remove the Product and perform the installation of replacement Products. Any replacement Products shall be warranted only for the balance of the Warranty period remaining at the time the Products were replaced.

**Note.** Polysand notes that replacement tiles may have a gloss or color difference due to normal weathering and such difference is not considered defective.

**Product changes.** Polysand reserves the right to discontinue or change its Product, including colors and shapes without giving notice to Customer or subsequent owner. In the event of such discontinuance or change, Polysand reserves the right in its sole discretion to substitute a product that is of equal quality or price for the repair or replacement of any defective Product.

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM POLYSAND AND REPRESENTS THE SOLE REMEDY AVAILABLE TO ANY OWNER. POLYSAND MAKES NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN.

This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Except as otherwise provided herein, the parties agree that the courts of the Province of Ontario will have exclusive jurisdiction to determine all disputes and claims arising under or pursuant to this Agreement.