



ROOFING PRODUCTS Limited lifetime Warranty¹



All Novik roofing systems are designed to meet very precise industry and North American manufacturing standards. Our commitment to continuous product improvement permits us to offer you a limited, transferable lifetime warranty.

Terms of the warranty:

Novik warrants to the original owner and to the party to whom the original owner transfers ownership as permitted in this document ("permitted transferee") that its Novik roofing products (collectively referred to in the remainder of this document as, the "product" or the "products") will be free from manufacturing defects resulting in warping, cracking, splitting, rotting, peeling, flaking and blistering when subject to normal use. There is no limit on the duration of this warranty although it is subject to all of the limitations, terms and conditions that follow. While there is no duration on the term of this warranty, the owner should be aware that many things may affect the durability of the products including things Novik cannot control such as, for example, the weather, the adequacy of ventilation, and whether proper installation techniques and materials are used. It is intended to provide the owner with a level of comfort that Novik properly manufactured the products such that they will perform as specified. This warranty is not however, intended to provide an absolute assurance that the products will last forever.

Subject to the provisions that follow, provided that the warranty claimant is able to establish the date of purchase, the original cost of the defective products and the fact that the claimant is either the original owner or permitted transferee to the reasonable satisfaction of Novik, should any manufacturing defect occur during the lifetime of the original owner or for such other time as may be provided to a permitted transferee under the terms of this warranty, Novik will at its sole option either: a) provide product (specifically excluding replacement underlayment and metals used for hips, ridges and valleys) at a cost pro-rated pursuant to the specification appearing in the table below and, until the seventh year after installation, an amount to cover the cost of labor, subject to the limitations below, to complete the replacement; or, b) refund the amount paid by the original owner for the defective product.

No product replacement under this warranty will alter the pro-ration specification below which shall run from the date of the original purchase of the Novik product. Any replaced product shall be warranted in accord with the pro-ration specification that governed the original purchase. The lifetime coverage offered by this warranty automatically ends upon the sale of the property or death of the last of the original owners of the property at the time of purchase whichever first occurs.

No benefits under this warranty whatsoever shall accrue to any owner and Novik shall incur no liability under this warranty unless and until the products installed on the owner's structure have been paid for in full either by owner or by a predecessor in interest of owner.

¹ This warranty is effective January 01, 2011 and supersedes all previously distributed versions of this warranty. It shall remain effective until such time as Novik publishes a subsequent superseding version at which time it shall have no further effect.

In the event of damage caused by wind or hail during the warranty period, before any warranty coverage shall apply, the owner must pursue the cost of replacement or repair of damaged material through any applicable insurance. Any cost incurred by the owner in excess of the insurance contribution (excluding any insurance deductible), subject to the pro-ration schedule identified below will be reimbursed by Novik provided that Novik will in no event be liable for costs in excess of the cost of the replacement materials and labor costs that are required to complete the repair. Novik notes that properly installed products have passed wind blow off test in winds up to 110 mph, (ASTM D3161), penetration test (ICC-ES-AC07), wind driven rain test (TAS 100-95) and have a class 4 impact resistance as determined under the UL 2218 Testing Protocol. Thus, damage from wind and impacts is unlikely to occur except in extreme conditions.

In the event of a covered claim, Novik will cover the cost of labor to effect the repair and/or replacement of the products up to a maximum of \$350 per one hundred square feet ("square") of replaced products specifically including any and all charged for tear-off, disposal and/or dumpsters for up to the first 10 squares of affected product. Thereafter, Novik's liability for labor costs shall not exceed \$100 per square for any remaining squares of affected product. In no event shall Novik pay any amount in excess of \$350 per square toward labor costs for the first 10 squares or \$100 per square toward labor costs to repair or replace any additional squares of affected product. The claimant shall bear complete responsibility for establishing to Novik's reasonable satisfaction the number of squares involved in any claim, the ultimate determination of which shall be made solely by Novik. Novik may require that the claimant allow an inspection to determine both the nature of the defect, if any, and the size of the affected area. In any event, Novik reserves the right, at its sole option, to refund the amount paid by the original owner for the defective product in lieu of paying for the repair or replacement of the same.

This warranty does not provide protection against any failure, defect or damage caused by situations and events beyond the control of Novik, including but not limited to any misuse, abuse, neglect, improper handling or storage, failure to follow Novik installation instructions and guidelines, any damage resulting from fire, earthquake, flood, lightning, hurricane, tornado or other casualty or act of God. Discoloration and variations in color or uniformity caused by weathering and/or UV exposure are not covered. Similarly, discoloration or staining due to shading or sap from trees, bushes or plants or ash from chimneys is not covered. Likewise, discoloration caused by proximity of the products to copper, zinc or any other metal that might discolor will not be covered. This warranty will not cover any damages caused by insects, animals, algae or moss. It will not cover any damage done by chemicals, paints or other solvents. It does not cover damage resulting from any non-traditional roof applications or any failure to meet local building codes or to install adequate and balanced ventilation consistent with local ventilation regulation codes in the space below the roof on which the product is installed. It likewise, will not cover damages resulting from heat sources such as furnaces or air conditioners located in the space below the roof on which the product is installed. This warranty will not cover damage resulting from drainage issues or roof slopes inconsistent with Novik installation instructions and specifications.

This warranty will not cover damage resulting from installation of product in temperature less than 32°F/0°C. This warranty will not cover damage done while accessing the roof for construction, maintenance, or repair activities involving such items as chimneys, ventilation systems, satellite dishes, HVAC, etc. Damages resulting from vandalism and/or acts of war or civil unrest are excluded. This warranty does not cover any roof ventilation, and any other cause not involving inherent manufacturing defects in the material supplied by Novik. Finally, it will not cover any damages resulting from any other cause not involving manufacturing defects in the material supplied by Novik.

Novik notes that any repair or replacement panels may have a gloss or color difference due to normal weathering and such difference is not considered defective.

Novik product is not warranted against discoloration or other damage caused by air pollution (including but not limited to metallic oxides or metallic particles), mildew, exposure to harmful chemicals, acid rain or normal weathering and fading resulting from exposure to the elements. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to

fade, chalk, or accumulate dirt or stains. The severity of any condition depends on the geographical location of the building, the cleanliness of the air in the area, and many other influences over which Novik has no control. This warranty will cover fading in excess of 4 Hunter units (as calculated according to ASTM D2244) beyond that which normal weathering would cause in the area in which the installed products are located, if such fading occurs within the tenth anniversary of the purchase date if it is reported to Novik during that time frame in accordance with the notice provision contained in the "Customer Responsibilities" portion of the warranty and subsequently verified by Novik. Novik shall have sole discretion to determine whether the product has faded beyond 4 Hunter units as identified above. If the product is determined to have excessively faded, Novik shall refund the amount paid by the original owner for the excessively faded products, subject to the applicable proration as determined below.

THIS WARRANTY REPLACES ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF NOVIK. NOVIK HEREBY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL NOVIK BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGES TO THE BUILDING ON WHICH THE PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN, RESULTING FROM ANY BREACH OF THE WARRANTY. NOVIK DOES NOT AUTHORIZE ITS FIELD REPRESENTATIVES, DISTRIBUTORS OR DEALERS TO MAKE ANY CHANGES IN OR MODIFICATIONS TO THIS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON, OR THE EXCLUSION OF, INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS 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 from provinces to provinces. IF YOUR STATE OR PROVINCE DOES NOT ALLOW THE EXCLUSION OR LIMITATION OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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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 five 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 cannot be transferred again. The new property owner shall be responsible for establishing this date at the time a claim is made at Novik's reasonable satisfaction. In the event of a qualified transfer, the transferee shall be subject to the very same pro-ration specification as was the original owner. That is, a permitted transfer shall not convey greater coverage on the transferee than was available to the original owner. In any event, coverage provided shall in no event be more than an amount equal to the original purchase price of any defective material, prorated as indicated in the Warranty Coverage Specification below to account for a usage received. Novik must be notified in writing of any warranty transfer within 60 days of the closing of the sale to the new owner. The notice should include the address of the property, the name and mailing address (if different) of the new owners and the date of transfer. The notice should be sent to Novik, Warranty Transfer Department, 160 rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Quebec) G3A 2K1.

The warranty protection provided against excessive fading is not transferable.

Warranty Pro-Ration Specification	
Date of Purchase through seventh anniversary of purchase date	100% of recoverable labor and product costs as specified in warranty
After seventh anniversary date through 50 th anniversary date	Claimant will be paid an amount equal to the percentage of time remaining until the fiftieth anniversary of the date of purchase to the nearest month multiplied by the sum of the original cost of the products. The warranty payment amount may be determined from the following equation: $\frac{\# \text{ of months remaining of 50 year period} \times \text{original cost of products}}{600} = \text{warranty payment}$
After 50 th anniversary date	10% of recoverable costs as specified in the warranty

How do you submit a warranty claim?

You must submit your claim in writing to us within the warranty period and within a reasonable period of 60 days after the defect is discovered.

To initiate a claim, you should contact our customer service department at 1-888-847-8057 to receive a claim submittal form or go to our website at www.novik.com.

(http://www.novik.com/professionnels/polymer-products_DOCUMENTATION)

You will be required to submit the following: a description of the claimed defect and the date the defect was discovered; the date of the original installation, pictures of the defective products, and the invoice for the purchase of the product and for the installation.

The claim may be faxed at 418-878-6164 or e-mailed at customerservice@novik.com or mailed at Novik, 160 rue des Grands-Lacs, Saint-Augustin-de-Desmaures (Quebec), G3A 2K1.

Novik will inform you of any additional information and physical evidence required to process your claim.

A sample of the defective product may be required. It will need to be sent at the homeowner's expense. In the event the homeowner wants the sample returned, there will be a \$25 handling fee.