



# EUROSHIELD

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Thank you for purchasing Euroshield® roofing panels from the manufacturer, G.E.M. Inc. ("GEM"). While many factors can affect how long your roofing panels will last, this "LIMITED 50 YEAR PRO-RATED WARRANTY" covers your specified Euroshield® roofing panels (the "PRODUCT(s)") against manufacturing defects and against other specified risks.

Your warranty

<u>GEM PRODUCTS</u>	<u>MANUFACTURING DEFECTS</u> <sup>1</sup>	<u>BASIC HAIL WARRANTY</u> <sup>2</sup>	<u>HAIL-PROOF WARRANTY</u> <sup>3</sup>	<u>LIMITED 50 YEAR PRO-RATED TERM</u> <sup>4</sup>
All GEM Products	Yes	Yes	No	Yes
Vermont Slate HP, Hail Proof	Yes	Yes	Yes	Yes
Beaumont Shake HP, Hail Proof.	Yes	Yes	Yes	Yes

WHO IS COVERED BY THIS LIMITED WARRANTY: The owner (the "ORIGINAL OWNER") of the structure (the "STRUCTURE") to which the PRODUCT was originally installed as set forth in the attached Customer Record, and one (1) transferee of ownership of the STRUCTURE occurring within 10 years of the original installation of the PRODUCT who has complied with the WARRANTY TRANSFER provisions below (a "WARRANTIED TRANSFEREE") (collectively the "CUSTOMER"). A WARRANTIED TRANSFEREE shall take the balance of the ORIGINAL OWNER'S warranty, and no more.

WHAT IS COVERED BY THIS WARRANTY:

<sup>1</sup> **MANUFACTURING DEFECTS:** GEM warrants to the CUSTOMER, that all PRODUCTS installed at the Structure in accordance with GEM's published instructions ("Euroshield® Installation Guide"), will be free from manufacturing defects which materially affect their performance, for a period of 50 YEARS from the original installation date as set forth in the "LIMITED 50 YEAR PRO-RATED TERM" (the "WARRANTY PERIOD").

<sup>2</sup> **BASIC HAIL WARRANTY:** GEM warrants to the Customer that all PRODUCTS installed on the STRUCTURE in accordance with GEM's published instructions, will be resistant to hail impact damage, defined as, cracking, splitting or perforation of the field panel as a result of hail impact of 2" diameter or less as verified by weather data for the area, striking the surface of the PRODUCT, for a period of 50 YEARS from the original installation date as set forth in the "LIMITED 50 YEAR PRO-RATED TERM". This warranty does not cover hail exceeding 2" in diameter as verified by weather data for the area as well as surface scratches or minor scuffing of the surface caused by hail.

<sup>3</sup> **HAIL PROOF WARRANTY:** GEM warrants to the Customer that its PRODUCTS, labeled as VERMONT SLATE HP and BEAUMONT SHAKE HP, HAIL PROOF, will be resistant to hail impact damage, defined as, cracking, splitting or perforation of the field panel as a result of hail impact of greater than 2" diameter hail, for a period of 20 years from the original installation date. After the initial 20-year HAIL PROOF warranty period, hail coverage for the remaining 30 years of the LIMITED 50 YEAR PRO-RATED WARRANTY will be as noted above under BASIC HAIL WARRANTY. Should the PRODUCT prove to be defective in the initial 20-year HAIL PROOF period, GEM will provide, upon inspection and verification (by an accredited/certified roof inspector) at their sole discretion, repair or replacement of PRODUCT, subject to the limitations set out below under "REPAIR OR REPLACEMENT LIMITATIONS".

In respect of hail damage, upon receipt of a notice of claim in accordance with the CLAIMS PROCESS set forth below, inspection and verification (by an accredited/certified roof inspector) GEM will provide, at its sole discretion, repair or replacement of the PRODUCT subject to the limitations set out below under "REPAIR OR REPLACEMENT LIMITATIONS". It is the responsibility of the CUSTOMER to provide supporting 3rd party weather data for hail impact in the area where the Structure is located and to report any suspected hail damage within 30 days of the weather event occurring. GEM or its appointed roof inspector shall solely determine whether the damage in question was caused by hail impact. In the event panel replacement is not an option due to being discontinued, GEM will provide, on a "best effort" basis, a suitable equivalent product from its prevailing product line offering at the time.

<sup>4</sup> **LIMITED 50 YEAR PRO-RATED TERM:** The term of this LIMITED 50 YEAR PRO-RATED WARRANTY is 50 years. Except as otherwise specifically provided for in this warranty, after one hundred and twenty (120) months from the date of the original purchase of the PRODUCTS, GEM's sole responsibility shall be the issuance of a pro-rated refund, which amount shall be a percentage of the original purchase price of the defective PRODUCT(s), calculated by dividing the number of months remaining in the warranty period by 600. GEM's refund after 120 months from the date of installation, specifically excludes installation costs and other related costs. Any claim and/or replacement of PRODUCTS will not extend the warranty period.

SOME DEFINED TERMS:

"LABOR COSTS": " means the reasonable cost of labor directly related to removal, repair, or replacement and disposal of the defective PRODUCT including the costs of the installation of replacement PRODUCT and the costs of removal and replacement of underlayment, interlayment, flashings, vents and sheeting fasteners, and any other related work at the sole discretion of GEM that shall not exceed the lesser of the original installation cost, the prevailing local rates, or \$200 per one hundred square feet, and is subject to other provisions described herein as reasonably determined by GEM.

"REPAIR OR REPLACEMENT LIMITATIONS": In respect of the repair or replacement of any defective PRODUCT, GEM shall bear the LABOR COSTS of the of defective PRODUCT, but only if,

- 1) The PRODUCT proves defective within five (5) years from the date of the installation of the PRODUCT at the Structure; and
- 2) The defect is not attributable directly or indirectly or in whole or in part to any of the factors enumerated in "WHAT'S NOT COVERED" below.

WHAT'S NOT COVERED: This LIMITED 50 YEAR PRO-RATED WARRANTY does not cover any damage to or defect in the PRODUCT directly or indirectly, or wholly or partly attributable to:

- 1) the misuse, abuse or neglect of the PRODUCT, including any damage to the PRODUCT resulting from the exposure to paint, coatings, solvents or cleaners;
- 2) uniform color change to the PRODUCT arising due to normal weathering. Normal weathering is defined as equal exposure to ultraviolet (sun) light, and the extremes of weather and atmosphere which will cause a colored or painted surface to fade, lighten, chalk, or acquire a surface accumulation of dirt or stains. The PRODUCT will possess a new mold sheen, from the manufacturing process, that will settle to its final resting color after sufficient exposure to sunlight and the elements that falls under the normal weathering process.
- 3) Non-uniform color change resulting from the aforementioned conditions is covered under this warranty only in situations where the GEM PRODUCT has received equal exposures of sunlight and tempered weather conditions. The severity of these conditions depends on air quality, the geographic location of the Property, and other local conditions over which GEM has no control.
- 4) distortion, warping or curling due to excess heat build-up in non-vented or insufficiently vented attic spaces.
- 5) the failure of any surface or structure to which the PRODUCT is applied;
- 6) accidental damage, or damage caused by lightning, fire and winds exceeding 145 kph or anytime after the PRODUCT has been exposed to winds in excess of 145 kph (as verified by weather data for the area), or acts of God (excluding BASIC HAIL WARRANTY or HAIL PROOF WARRANTY as applicable), or as a result of vandalism or any other deliberate act;
- 7) the failure by the CUSTOMER to provide reasonable and necessary maintenance to prevent any accumulation of surface debris.

SOME OTHER LIMITATIONS:

- a) Except as otherwise provided for in this LIMITED 50 YEAR PRO-RATED WARRANTY, GEM shall not be liable to a CUSTOMER:
  - i) for any loss or damage beyond the purchase price of any defective PRODUCT on any basis in contract, tort or otherwise, except as otherwise provided herein; or



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- ii) for any direct or indirect, special, incidental or consequential loss or damage attributable to faulty or negligent installation of the GEM PRODUCT, or failure to adhere to the procedures contained within the Euroshield® Installation Guide.
- iii) for any loss or damage resulting from ice damming, ice build-up and ice or snow sliding off the roof surface.
- b) Repair or replacement of any defective PRODUCT or a refund in respect of the purchase price of any defective PRODUCT, shall be the sole remedy of the CUSTOMER, and GEM shall not be liable for any other direct or indirect, special, incidental or consequential loss or damage suffered by the CUSTOMER such as water damage to the interior or exterior of a structure or to any property contained therein, loss of profits or damages for mental distress. Any refund will be reduced to reflect the amount of use you have received from your PRODUCT since it was installed. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of claim by 600. Any replacement PRODUCT will be warranted only for the remainder of the original warranty period
- c) This LIMITED 50 YEAR PRO-RATED WARRANTY is in lieu of all other express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose, and no person is authorized to give any further representation or warranty or assume any further obligation on behalf of GEM with respect to the PRODUCT.
- d) Before any coverage shall apply under this LIMITED 50 YEAR PRO-RATED WARRANTY, in the event of damage to PRODUCT(s) caused by any insurable risk during the warranty period, the CUSTOMER must first exhaust all efforts to pursue the cost of replacement or repair of all damaged PRODUCT(s) through the CUSTOMER'S insurance coverage. Any costs incurred by the CUSTOMER in excess of the insurance reimbursements (excluding insurance deductibles), will be reimbursed by GEM only to the extent such costs are otherwise permitted pursuant to this LIMITED 50 YEAR PRO-RATED WARRANTY.
- e) As the PRODUCT is a permanent roofing product; it is imperative that the existing roof and the underlying roof structure are inspected to determine whether the substrate has not rotted and is of enduring quality. PRODUCT should not be installed over an existing roof covering; asphalt shingles, shakes or other. Remove existing roof covering to ensure trusses, sheathing fascia and other components including masonry, plumbing and mechanical are in good repair to support the PRODUCT through its durable lifetime. In any case, the existing roof covering (asphalt, cedar, pine or other) must be removed and repairs or replacement of deteriorated components undertaken prior to installation of a PRODUCT. Failure to do so will void this LIMITED 50 YEAR PRO-RATED WARRANTY.
- f) VALIDITY: This LIMITED 50 YEAR WARRANTY, becomes valid only if the purchase certificate attached hereto is filled in, signed by CUSTOMER and returned to GEM within Ninety (90) days of installation of the PRODUCT on the STRUCTURE and the PRODUCT and any services provided by GEM and the roofing contractor utilized are paid for in full at that time.
- g) WARRANTY TRANSFER: This LIMITED 50 YEAR WARRANTY may be transferred by the CUSTOMER to a WARRANTIED TRANSFEREE provided GEM receives written notice, in the form attached hereto, together with a bank draft or money order in the sum of Three Hundred (\$300.00) Dollars (Canadian residents add 5% GST), in Canadian currency, within Ninety (90) days after the date of transfer of the Structure. Failure to follow this procedure shall result in the termination of any obligation on the part of GEM to the WARRANTIED TRANSFEREE of the Property with respect to this LIMITED 50 YEAR WARRANTY. Except as provided aforesaid, this limited warranty may not be transferred or assigned, directly or indirectly, by operation of law or otherwise.
- h) CLAIMS PROCESS: Customer shall notify GEM in writing by Registered Mail of any defects in the PRODUCT detected at the time of delivery or within 45 days after Customer discovers a problem during the LIMITED 50 YEAR PRO-RATED WARRANTY period, whereupon GEM shall have a reasonable time, in its sole discretion:
  - i) to correct those defects by repairing or replacing any defective PRODUCT; or
  - ii) to make a refund to CUSTOMER in respect of the purchase price of any defective PRODUCT. During the warranty period the refund will be based upon the original purchase price of the PRODUCT as evidenced by a valid receipt or, if such a receipt is not available, as reasonably estimated by GEM.

Any notice under this LIMITED 50 YEAR PRO-RATED WARRANTY should be delivered by Registered Mail to GEM at 9330 – 48 Street S.E., Calgary, Alberta, Canada T2C 2R2 and should describe the nature of the defects in the PRODUCT. Except to prevent further damage occurring which cannot be otherwise prevented, Customers must not undertake repairs without receiving advice from GEM as improper repair work may aggravate the problem and void this LIMITED 50 YEAR PRO-RATED WARRANTY. You will be required to provide proof of the date your PRODUCTS were installed and that you were the owner of the STRUCTURE at that time (or that the warranty was properly transferred to you). You will be required to send to GEM, at your expense, photographs and sample products for testing. Within a reasonable time after proper notification, GEM will evaluate your claim and resolve it in accordance with the terms of this LIMITED 50 YEAR PRO-RATED WARRANTY. If you repair or replace your PRODUCTS before you notify GEM about your claim or before GEM has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your PRODUCTS before your claim is resolved, you MUST provide GEM with reasonable notice. NOTE: Notice to your contractor, dealer, or home builder is NOT notice to GEM. You should retain this document for your records in the unlikely event that you need to file a claim.

- i) PRODUCT CHANGES: GEM reserves the right to discontinue or change its PRODUCT, including colors, shapes, designs or styles without giving notice to the CUSTOMER. In the event of such discontinuance or change, GEM 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.
- j) Modification of Warranty: This LIMITED 50 YEAR PRO-RATED WARRANTY may not be changed or modified except in writing, signed by an officer of GEM. No one (other than an officer of GEM) has the authority to assume any additional liability or responsibility for GEM in connection with your PRODUCT except as described in this LIMITED 50 YEAR PRO-RATED WARRANTY. This LIMITED 50 YEAR PRO-RATED WARRANTY gives you specific legal rights, and you may have other rights which vary from jurisdiction to jurisdiction. (Note: warranty subject to change. For current information, visit [ww.euroshieldroofing.com](http://ww.euroshieldroofing.com) or write to GEM at G.E.M. Inc. 9330 - 48th Street SE, Calgary, Alberta, Canada T2C 2R2 Attn Warranty Services.)
- k) CHOICE OF LAW: The terms and conditions of this LIMITED 50 YEAR PRO-RATED WARRANTY are to be governed by, and interpreted according to, the internal laws of the Province of Alberta, Canada, without giving effect to or applying its choice of law provisions. This LIMITED 50 YEAR PRO-RATED WARRANTY is effective for PRODUCTS installed within the United States and Canada and elsewhere.
- l) SOLE AND EXCLUSIVE WARRANTY: THIS LIMITED 50 YEAR PRO-RATED 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 OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your exclusive warranty from GEM and represents the SOLE REMEDY available to any owner of GEM PRODUCTS. GEM makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEES, OR WARRANTIES of any kind other than that stated herein. GEM WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING OR STRUCTURE, whether any claim against it is based upon breach of this warranty, negligence, strict liability in tort, or for any other cause. This LIMITED 50 YEAR PRO-RATED WARRANTY gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction. Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. The United Nations Convention on the International Sale of Goods shall NOT apply either to the sale of the gem products or to LIMITED 50 YEAR PRO-RATED WARRANTY:
- m) Effective Date: This LIMITED 50 YEAR PRO-RATED WARRANTY is effective for GEM Products installed after August 1, 2024.



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**CUSTOMER RECORD** – Please keep in a safe place – give to next owner

\_\_\_\_\_/\_\_\_\_\_  
Signature of Original Purchaser (Customer) (Print Name)

\_\_\_\_\_  
Date of Installation of the Product

\_\_\_\_\_  
Address of Installation (Property)

\_\_\_\_\_  
City Province / State Postal Code / Zip Code

\_\_\_\_\_  
Mailing Address (if different from Property Address)

\_\_\_\_\_  
City Province / State Postal Code / Zip Code

(\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
Phone

Product Purchased: Beaumont Shake [ ] Vermont Slate [ ] Ranchlands Shake [ ] Rundle Slate [ ]  
Beaumont Shake HP [ ] Vermont Slate HP [ ]

Color of Product Purchased: Black [ ] Grey [ ] Brown [ ] Driftwood [ ]

Installer Stamp Supplier; Company Name & Address (Roofing Company)

\_\_\_\_\_  
\_\_\_\_\_



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## Euroshield® Return Copy

### LIMITED & TRANSFERABLE 50 YEAR LIMITED WARRANTY CERTIFICATE

\_\_\_\_\_/\_\_\_\_\_  
Signature of Original Purchaser (Customer) (Print Name)

\_\_\_\_\_  
Date of Installation of the Product

\_\_\_\_\_  
Address of Installation (Property)

\_\_\_\_\_  
City Province / State Postal Code / Zip Code

\_\_\_\_\_  
Mailing Address (if different from Property Address)

\_\_\_\_\_  
City Province / State Postal Code / Zip Code

(\_\_\_\_\_)\_\_\_\_\_-\_\_\_\_\_  
Phone

Product Purchased: Beaumont Shake  Vermont Slate  Ranchlands Shake  Rundle Slate   
Beaumont Shake HP  Vermont Slate HP

Color of Product Purchased: Black  Grey  Brown  Driftwood

Installer Stamp Supplier; Company Name & Address (Roofing Company)

\_\_\_\_\_  
\_\_\_\_\_

Please complete and return via email, or regular mail to:

**G.E.M. Inc.** 9330 - 48th Street SE, Calgary, Alberta, Canada. T2C 2R2.  
Email: [info@euroshieldroofing.com](mailto:info@euroshieldroofing.com)



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**WARRANTY TRANSFER FORM** Please keep in a safe place – give to next owner

\_\_\_\_\_  
Original Purchaser (Print Name)

\_\_\_\_\_  
Date of Installation of the Product

\_\_\_\_\_  
Transfer Date

\_\_\_\_\_  
Address of Installation (Property)

\_\_\_\_\_  
City

\_\_\_\_\_  
Province / State

\_\_\_\_\_  
Postal Code / Zip Code

**Transfer To:**

Name of New Owner: \_\_\_\_\_

\_\_\_\_\_  
Mailing Address (if different from Property Address)

\_\_\_\_\_  
City

\_\_\_\_\_  
Province / State

\_\_\_\_\_  
Postal Code / Zip Code

(\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
Phone

Product: Beaumont Shake  Vermont Slate  Ranchlands Shake  Rundle Slate   
Beaumont Shake HP  Vermont Slate HP

Color of Product: Black  Grey  Brown  Driftwood  or Other \_\_\_\_\_

**The current Transfer Fee is \$300.00, subject to change. The transfer fee at the time of transfer will apply (Canadian residents add 5% GST). Please include payment (check – do not send cash) or pay by Visa/Mastercard by calling 877-387-7667. A new warranty certificate will be emailed to you.**

**G.E.M. Inc.** 9330 - 48th Street SE, Calgary, Alberta, Canada. T2C 2R2.  
Email: [info@euroshieldroofing.com](mailto:info@euroshieldroofing.com)