

READ THIS FIRST

How to activate your certificate for the lifetime limited warranty

1. Fill out the Registration Form on the reverse side of this panel. DO NOT detach the Registration Form from the Certificate.
2. Make a copy of this form for your records.
3. Return the completed registration form along with five (5) Product Labels AND five (5) Treatment Tags to:

In Canada, send to:

Warranty Registration
P.O. Box 3280
Mission, BC,
Canada V2V 4J4

In USA, send to:

Warranty Registration
P.O. Box 314
Sumas, WA
USA 98295

NOTE: Failure to include proof of product labels and treatment tags will result in warranty registration being disallowed.



REGISTRATION FORM
FOR LIFETIME
LIMITED WARRANTY

CERTIFICATE FOR LIFETIME LIMITED WARRANTY

REGISTRATION FORM

THIS LIMITED WARRANTY IS FOR THE USEFUL LIFE OF YOUR NEW ROOF.
IT EXTENDS TO THE ORIGINAL OWNER AND TO ONE SUBSEQUENT OWNER TO WHOM THE HOME/BUILDING IS SOLD WITHIN EIGHT YEARS OF ORIGINAL INSTALLATION.

TREATMENT AND PERSONS COVERED

This Limited Warranty (the "Warranty") covers FSR Treatment Inc. ("FSR") fire retardant treatment of cedar shakes and shingles used for roofing or siding purposes (the "Warranted Treatment"). The Warranty extends only to (i) the home/building owner installing the fire retardant-treated shakes and shingles (the "Original Owner") and (ii) one other person/entity that purchases the home/building from the Original Owner within eight (8) years of installation of a roof exclusively composed of the cedar shakes and shingles with the Warranted Treatment (the "Subsequent Owner"). For purposes of this Warranty, the Original Owner and Subsequent Owner are referred to as "the Owner." This Warranty does not cover the underlying shakes and shingles. The Owner should determine if the manufacturer of those products provides a warranty.

TERMS OF LIMITED WARRANTY

Subject to the limitations and exclusions set forth below, FSR warrants to the Owner that, for the useful life of the underlying wood shakes and shingles as determined by the warranty period offered by the manufacturer of such shakes and shingles as well as published by the Cedar Shake and Shingle Bureau, the Warranted Treatment will meet the fire retardation standard for the class of treatment identified on the certification label applied by FSR to each bundle of treated product and to the standard set forth in applicable provisions of Uniform Building Code, including Standard No. 15-2, UL-790, Fire Retardency of Roof-Covering Materials (collectively the "Standards").

REMEDIES

If the Warranted Treatment fails to meet the Standards during the roof's useful life, then upon receiving a bona fide warranty claim, FSR, at its sole option, will, subject to the limitations and exclusions set forth below, either: (i) refund to the Owner a "pro rata refund" for the Warranted Treatment calculated by (a) determining the portion of the amount paid by the Original Owner for the treated shakes and shingles that represents the cost of the Warranted Treatment and (b) multiplying that portion of the original roofing material expense by the percentage of the useful life of the roof remaining; or (ii) provide the Owner at no charge with replacement Warranted Treatment services on complying shakes and shingles provided by Owner at the Owner's cost. These remedies are the exclusive remedies available under this Warranty.

LIMITATIONS AND EXCLUSIONS

This Warranty shall not be effective unless each and every bundle of FSR treated product applied carries FSR's treatment label and applicable treatment certification. This Warranty is conditioned upon: (1) the underlying untreated shakes and shingles applied to the roof meet the standards and specifications of either CSA 01181-97, or UBC 15-384; and (2) the proper installation of the shakes and shingles are installed in conformance with FSR's and the product manufacturer's installation instructions, the Application Manual of the Cedar Shake and Shingle Bureau, and applicable local and state building codes. FSR's installation instructions can be found online at www.firesmartroofing.com/installation, or at FSR's website at www.firesmartroofing.com under the "Application/Installation Instructions" tab or heading.

This warranty does not cover:

- 1. Improper Installation.** Warranted Treatment defect due to poor workmanship, poor or improper materials, improper handling, transport or storage, the improper installation of the fire-retardant treated shakes and shingles, or failure to follow applicable roofing construction and installation instructions, standards, codes and requirements.
- 2. Additional Costs.** Tear-off costs (removal of treated shakes and shingles, underlayment, etc.) or the cost of installing, repairing or replacing venting, metal work, flashings, underlayment, fasteners or other related materials.
- 3. Unapproved Use.** Treated product that is used for any purpose other than roofing or siding.
- 4. Extended Risks.** Warranted Treatment defect due to insects, animals, hurricane, tornado, hail, lightning, flood, explosion, mudslide, earthquake, volcanic eruption, falling objects, aircraft, vehicles, accidents, riot, civil commotion, war or acts of God. In addition, the useful life of the underlying roofing material and the Warranted Treatment may be adversely affected by factors beyond FSR's control such as: climate conditions; quality of roof installation; quality and appropriateness of roof installation materials, including underlayments; normal wear and tear; and ventilation.
- 5. Improper Maintenance.** Warranted Treatment defect due to buildup of moss, mold, leaves, needles, branches or other debris, or due to damage resulting from lack of proper maintenance or from improper or incorrectly performed repair, power washing or attempted repair. (While necessary maintenance or repairs can be performed by any company according to the recommendations found online at: www.firesmartroofing.com/maintenance, we recommend that you use only FSR's authorized representatives to conduct repairs.) Improper or incorrectly performed maintenance or repair of the roof or treated material voids this Warranty.
- 6. Improper Ventilation or Drainage.** Warranted Treatment failure caused by improper or inadequate underlayment, ventilation or roof drainage.
- 7. Discoverable Unreported Defects.** If any claimed defect in the Warranted Treatment would have been revealed to the Owner or the roofing installer upon reasonable inspection, and the Owner or installer installs the treated product without notice to and opportunity for FSR to cure prior to installation, this Warranty is void. All claimed defects must be reported promptly, but in no event more than 30 days after discovery.
- 8. Paints or Coatings.** Warranted Treatment failure or damage caused by paints, coatings or other solutions.
- 9. Modifications.** Warranted Treatment failure due to improperly performed modifications or repairs, or alterations made to roof or walls after original installation, including the subsequent installation of skylights, venting, solar heating apparatus or other equipment.
- 10. Shake and Shingle Code Standards.** Warranted Treatment on shakes and shingles that do not meet applicable building code or industry standards.

DISCLAIMER AND LIMITATION OF LIABILITY

THIS LIMITED WARRANTY AND THE REMEDIES SET FORTH ABOVE ARE EXCLUSIVE AND IN LIEU OF ALL OTHERS, ORAL OR WRITTEN, EXPRESS OR IMPLIED. FSR EXPRESSLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT THAT SUCH A DISCLAIMER OF IMPLIED WARRANTIES IS NOT ENFORCEABLE UNDER APPLICABLE LAW, FSR LIMITS ANY LEGALLY REQUIRED IMPLIED WARRANTY TO THE MINIMUM DURATION AUTHORIZED BY LAW. FSR DOES NOT WARRANT THAT THE WARRANTED TREATMENT IS APPROPRIATE FOR THE CUSTOMER'S PURPOSES. EXCEPT AS MAY BE OTHERWISE PROVIDED IN THIS LIMITED WARRANTY, THE ENTIRE RISK AS TO THE RESULTS AND PERFORMANCE IS ASSUMED BY THE CUSTOMER.

FSR SHALL NOT BE LIABLE FOR ANY INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, PERSONAL OR PROPERTY DAMAGES (INCLUDING LOST PROFITS, DELAY DAMAGES, OR DAMAGE TO THE HOME/BUILDING OR ITS CONTENTS) RESULTING FROM THE WARRANTED TREATMENT OR THE INSTALLATION OF TREATED PRODUCT, EVEN IF FSR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT, AND SPECIFICALLY IF THE REMEDIES PROVIDED BY FSR UNDER THIS LIMITED WARRANTY ARE FOUND LEGALLY INSUFFICIENT OR TO FAIL OF THEIR ESSENTIAL PURPOSE, THE MAXIMUM LIABILITY OF FSR TO THE OWNER ON ACCOUNT OF ANY LOSS OR CLAIM IN ANY WAY ARISING UNDER OR RELATED TO THIS LIMITED WARRANTY, OR TO THE INSTALLATION OR USE OF GOODS WITH WARRANTED TREATMENT, UNDER ANY LEGAL THEORY OF RECOVERY (CONTRACT, TORT OR STATUTE), IS THE TOTAL COST PAID BY THE OWNER FOR THE INSTALLED SHAKES AND SHINGLES WITH THE WARRANTED TREATMENT. Some states do not allow limitations on how long an implied warranty lasts or permit the exclusion of incidental or consequential damages, so the above limitation may not apply to you. You are solely responsible to determine the details, requirements and applicability of applicable state law.

WARRANTY REGISTRATION - TRANSFER OF WARRANTY

FSR's product labeling and certifications are typically removed during installation of the treated products. To verify and document that your shakes or shingles were, in fact, fire-retardant treated by FSR, you MUST register your Warranty WITHIN THIRTY (30) DAYS after installation in order for this Warranty to become effective. To register and activate the Warranty, the Original Owner must submit (i) a completed warranty registration form to FSR Treatment Inc., Mission, BC, Canada along with (ii) five (5) of the manufacturer labels on the underlying shakes and shingles and five (5) certification labels from FSR on the treated material. The registration form is contained in the product package that should be provided to you by the installer. In the event the Owner is not provided a registration form by the installer, the Owner may request one from FSR or may download one from FSR's website. Upon FSR's receipt of the complete warranty registration card together with all materials required from the installer, FSR will issue a warranty certificate to the Owner. The Owner should keep the warranty certificate in a safe place as this is the Owner's proof that the installed product was treated by FSR. Written notice of a transfer of warranty from the Original Owner to the Subsequent Owner is required WITHIN THIRTY (30) DAYS of the sale of the home/building to the Subsequent Owner.

CLAIM PROCEDURE

To make a claim under the Warranty the Owner must WITHIN THIRTY (30) DAYS after discovery of the alleged defect to which the claim relates, send a detailed written description of the problem along with a copy of your warranty certificate.

In Canada, send to: **FSR Treatment Inc.**
P.O. Box 3280
Mission, BC,
Canada V2V 4J4

In USA, send to: **FSR Treatment Inc.**
P.O. Box 314
Sumas, WA
USA 98295

FSR reserves the right to have its representative inspect Owner's roof and roofing material related to a claim of defect in the Warranted Treatment. Any alteration, removal or repair of the roofing material prior to a reasonable opportunity for FSR or its representative to inspect the roof and material shall bar any rights to Owner for relief under this Warranty.

STATE LAW RIGHTS

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

ARBITRATION AND GOVERNING LAW

Owner and FSR agree that all controversies in any way arising out of, or relating to, this Warranty shall be resolved by arbitration (using a panel of three (3) arbitrators for claims over \$50,000 and a single arbitrator for claims of \$50,000 or less), under the auspices of the American Arbitration Association, in accordance with the Commercial Arbitration Rules of the American Arbitration Association then in force. Any arbitration shall be conducted and resolved on an individual basis only and not on a class-wide, multiple plaintiff, consolidated, or similar basis. Owner and FSR understand and agree that they are waiving rights to seek remedies in court, including the right to a jury trial, and that they are waiving the right to pursue a claim or defense as a class action or by class or multi-party arbitration. In the event any term or provision of this paragraph shall to any extent be invalid or unenforceable, the remainder of this provision shall be valid and enforced to the fullest extent permitted by law. The exclusive venue for any arbitration hearing is Seattle, Washington. The law of Washington will apply to any dispute between the parties in any way arising under or related to this Warranty or otherwise, under any legal theory, without regard to Washington's conflict of law rules.

ENTIRE LIMITED WARRANTY

This document contains the entire Limited Warranty and may not be altered by any wholesaler, dealer, roofer, installer, contractor, representative or manufacturer. Of course, any wholesaler, dealer, installer, contractor, representative or manufacturer is free to offer its own independent warranty.



Homeowner / Consumer Purchaser's Information:

Name

Street Address of Building/Dwelling

City Prov. / State Postal/Zip Code

Shake or Shingle Type Size

Product Description Number of Squares

Date Installation Completed

Name & Address of Installer/Contractor

I, CONSUMER NAME, HAVE READ, UNDERSTAND AND AGREE TO THE TERMS OF FSR Treatment Inc. **LIFETIME LIMITED WARRANTY**

Owner's Signature Date

NOTE:

Please see additional instructions on the reverse of this form.

In Canada, send to:

Warranty Registration

P.O. Box 3280 Mission, British Columbia, Canada V2V 4J4

In USA, send to:

Warranty Registration

P.O. Box 314 Sumas, Washington, USA 98295