

GARANTIE TOITURES AUBIN INC.

Between: The contractor, the client, the person or legal entity named in the header of the invoice; hereinafter referred to as the client
and: Toitures Aubin Inc.; hereinafter referred to as Toitures Aubin

- ✓ The warranty is valid for the period indicated on the contract or invoice, whichever takes precedence.
- ✓ The Toitures Aubin warranty covers labor only. Products and materials are covered directly by the manufacturer's warranty.
- ✓ The date on which the warranty begins is the date on which Toitures Aubin begins the work, but the warranty is not applicable until the work is 100% finalized. It may happen that the roof must be done in several stages; The warranty is applicable only once the work has been completed in full. The client releases Toitures Aubin from its liability until the work is completed.
- ✓ The invoice must always be presented as proof of purchase to assert the customer's right to the warranty.
- ✓ The value of the guarantee is limited to the value of the contract/invoice. In the event of a dispute, the maximum compensation of Toitures Aubin is limited to the value of the amount of the contract/invoice. The client releases Toitures Aubin from any liability in excess of this value.
- ✓ Toitures Aubin's warranty only covers the scope of the work performed. Toitures Aubin is not able to ensure the waterproofing of the extension of a flashing under exterior cladding or on masonry. Toitures Aubin's liability ends where the new roof covering ends and the customer releases Toitures Aubin from any liability beyond the roof covering.
- ✓ The warranty applies exclusively to the work carried out by Toitures Aubin. The customer releases Toitures Aubin from its warranty if any modification is made by a third party on or in part on the work carried out by Toitures Aubin
- ✓ The warranty applicable to shingle roofs is valid only on roofs or roof sections with a slope greater than 4/12.
- ✓ Fees will apply for any service call not related to the warranty of the work carried out by Toitures Aubin.
- ✓ The client releases Toitures Aubin from any liability for damage and/or complications and/or water infiltration caused by:
 - Poor snow removal (risk of infiltration during showers in winter or during abnormally warm temperatures during the winter season);
 - The presence of one or more ice dams and/or water backflow caused by ice;
 - Standing water on a roof;
 - An insufficient slope for a shingle roof;
 - Natural disasters (strong winds, torrential rain, ice, etc.), fires, mechanical or chemical agents;
 - Poor ventilation and/or insulation (abnormally high heat in the attic) and/or heat loss (condensation);
 - Inadequate secondary use of the roof (e.g. poorly installed roof terrace);
 - Any failure in the building's plumbing system (including insulation where required);
 - A cracked, rusted and/or damaged chimney by time and weather;
 - A damaged or cracked or simply leaky wall covering;
 - Any changes or modifications made to the roof by the employer or another person;
 - The presence of a skylight;
 - Improper maintenance;
 - Other reasonable sources that may interfere with the roof or normal water flow.

CONDITIONS

- The customer is responsible for the proper snow removal of his roof. Otherwise, it is exposed to the risk of water infiltration in the event of showers or if there are abnormally hot temperatures during the winter season and it releases Toitures Aubin from any responsibility for this.
- After covering your roof, Toitures Aubin recommends that you have your attic checked by an insulation/ventilation expert to ensure that it does not cause infiltration related to ice dams or condensation. It is the responsibility of an architect or ventilation expert to calculate and validate the adequate ventilation of an attic. Toitures Aubin is only installing the suggested ventilation equipment and the customer releases Toitures Aubin inc from any responsibility for any ventilation and/or condensation problem.
- It is your responsibility to inform us if changes are made to the additional works on the roof (ventilation, exterior cladding, insulation, plumbing, electricity, etc.). Serious problems can arise if a roof is not adjusted as a result of the actual work carried out by third parties. In the event that Toitures Aubin is not notified of these changes, the customer releases Toitures Aubin from its responsibility for any damage that may have been caused by the changes.
- After roofing work, the customer is responsible for having their plumbing elements (vents and drains) checked. Over the years or during roofing work, the fasteners and joints of plumbing pipes can loosen or crack. Drains can become partially clogged with organic or environmental waste. The customer is responsible for having a plumber install sealing rings between the newly installed copper drain and the building's existing plumbing pipe. The client releases Toitures Aubin from any liability for water infiltration related to the plumbing of the buildings.
- The client releases Toitures Aubin from any responsibility for joints or cracks that appear on a building as a result of roofing work. It is normal to see new cracks on a gypsum, plaster, or other coating, as a result of the change in loads on a building structure as well as because of the vibrations present during roofing work.
- When the roof is used as a surface for a second use by the owner, such as in the case of terraces, green roofs, parking lots, paving stones, etc., the customer releases Toitures Aubin from the responsibility to remove or replace the said elements after or for the installation of the roof. In the event that maintenance/repair is required on this type of roof (under warranty or not), it is also the responsibility of the owner to assume the costs related to the removal of the roof so that our team can carry out the necessary work.

In case of discrepancy between english and french version of our documents, the French Version prevail.