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# Exhibit 3

G) Any costs incurred for repair or replacement not authorized in writing by IKO.
H) Any damage caused by any cause other than a manufacturing defect.
I) Any discoloration due to the presence of mold, mildew, fungus, algae or pollutants, except for the IKO Dynaty shingle.
J) Any damage or distortion caused by inadequate ventilation.
K) Any back surfacing transfer or asphalt staining.
L) Any costs related to disposal.
M) Any costs related to the removal of any asbestos present in the roof to which IKO shingles are installed.

2. All shingles which contain a factory applied self sealing strip must be subjected to direct sunlight for several days before full sealing will occur. Shingles installed in the fall or winter may not seal until the following spring. Shingles which do not receive direct sunlight or which are not exposed to adequate surface temperatures may never seal. Damage to the factory applied self sealing strip by dust, sand, or foreign matter will prevent the sealing strip from activating. This is the nature of shingles and failure to seal down under such circumstances is not a manufacturing defect. If any shingles which have been exposed to adequate temperatures and direct sunlight contain heat activated self sealing strips which fail to activate during the first year after application, IKO will have no liability under this warranty for such defects unless proper written notification has been made and IKO has been allowed the opportunity to hand seal any non-sealed shingles at its own expense.

3. In all cases, replacement shingles are warranted only for the remainder of the original shingles warranty.

4. IKO reserves the right to discontinue or modify any of its products, including the color blend of said shingles, without notice to the original consumer-purchaser and shall not be liable to the original consumer-purchaser as a result of this modification or discontinuance.

5. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. This limited warranty which is effective as of November 1, 1994, is transferreable as listed herein. It is extended to and may be enforced by the original consumer - purchaser (original purchaser of the building to which the IKO shingles are applied) or by the subsequent property owner upon valid transfer. No action for breach of this limited warranty shall be brought later than one (1) year after any cause of action has accrued.

6. THIS WARRANTY DOES NOT INCLUDE ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations may not apply to you.

7. The unenforceability of any provision stated herein will not effect the enforceability of any other provision which will remain in full effect.

THIS IS THE ONLY WARRANTY IKO GIVES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION IN THE FACE HEREOF. IKO WILL NOT BE LIABLE FOR ANY ORAL STATEMENT OR OTHER WRITTEN STATEMENT ABOUT THE SHINGLE, WHETHER SUCH STATEMENTS ARE MADE BY AN AGENT OR EMPLOYEE OF IKO OR BY ANY OTHER PERSON.

Date of Installation _____

EFFECTIVE 11/1/94

IKO MANUFACTURING, INC.

*ASPHALT SHINGLE*

LIMITED WARRANTY

# WARRANTY INFORMATION BOOKLET

**IKO MANUFACTURING, INC.**

# *ASPHALT SHINGLE LIMITED* WARRANTY

| Type of Shingle (check one) | Warmaty Period Years | Months | IKO Protection Period | Reduction Figure for First180 Months | Reduction Figure for Balance of Period - |
|---|---|---|---|---|---|
| DYNASTY | 40 | 480 | 7 Years | 1/225 | 1/1500 |
| CHATEAU/30 | 30 | 360 | 5 Years | 1/225 | 1/900 |
| CHATEAU GLASS ULTRA | 30 | 360 | 5 Years | 1/225 | 1/900 |
| CAMBRIDGE ULTRA | 25 | 300 | 5 Years | 1/225 | 1/600 |
| CAMBRIDGE | 25 | 300 | 5 Years | 1/225 | 1/600 |
| RENAISSANCE XL | 25 | 300 | 5 Years | 1/225 | 1/600 |
| ROYAL VICTORIAN | 25 | 300 | 3 Years | 1/225 | 1/600 |
| ARISTOCRAT/25 | 25 | 300 | 3 Years | 1/225 | 1/600 |
| IMPERIAL GENTRY | 25 | 300 | 3 Years | 1/225 | 1/600 |
| IMPERIAL SEAL | 20 | 240 | 3 Years | 1/225 | 1/300 |
| AMOUR LOCK | 20 | 240 | 3 Years | 1/225 | 1/300 |
| TOTAL | 20 | 240 | 3 Years | 1/225 | 1/300 |
| IMPERIAL GLASS | 20 | 240 | 3 Years | 1/225 | 1/300 |

ALL IMPLIED WARRANTIES, INCLUDING MERCHANTABILITY AND FITNESS, ARE HEREBY EXCLUDED. TO THE EXTENT THAT ANY IMPLIED WARRANTY MAY NOT BE EXCLUDED AS A MATTER OF LAW, ANY SUCH IMPLIED WARRANTY, INCLUDING MERCHANTABILITY AND FITNESS, IS LIMITED TO THE DURATION OF THIS WARRANTY.

Some states do not allow exclusions of implied warranties or limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

This warranty extends only to shingles sold, applied and domiciled within the United States.

(Please refer to the following pages for the remainder of warranty and limitations.)

IKO Manufacturing, Inc., subject to the conditions and limitations listed herein, warrants to the original consumer-purchaser that the above shingles are free from manufacturing defects that result in leaks. This warranty begins at the time of completion of installation, and shall run for the length of time specified above, for the particular shingle.

## IKO PROTECTION

### PROTECTION 7

During the first seven (7) years after completion of installation of IKO Dynasty shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or repairs of defects within these materials.

After the first seven (7) years from completion of installation, IKO's maximum liability toward repairs or replacement shall be a pro-rated amount of the current value of the shingles only(exclusive of labor, disposal and tear-off).This pro-rated amount is figured by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

### PROTECTION 5

During the first five (5) years after completion of installation of IKO Chateau, Chateau Glass Ultra Shadow, Cambridge, Cambridge Ultra Shadow or Renaissance XL shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or repairs of defects within these materials.

After the first five (5) years from completion of installation, IKO's maximum liability toward repairs or replacement shall be a pro-rated amount of the current value of the shingles only(exclusive of labor, disposal and tear-off).This pro-rated amount is figured by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

### PROTECTION 3

During the first three (3) years after completion of installation of IKO Royal Victorian, Harvard, Aristocrat, Imperial Gentry, Marathon 25, Ultra Lock, AM Armour Seal, Armour Plus 20, Armour Lock, Imperial Glass, Imperial Seal, New Englander, or Total shingles only, IKO will at its option have the shingles repaired or replaced free of charge, if the shingles are proven to contain a manufacturing defect which has resulted in leaks. IKO's maximum liability shall be equal to the reasonable replacement cost of the defective shingles and IKO will not pay for, nor be responsible for roof tear-off, flashing, and metal work or repairs of defects within these materials.

After the first three (3) years from completion of installation, IKO's maximum liability toward repairs or replacement shall be a pro-rated amount of the current value of the shingles only (exclusive of labor, disposal and tear-off). This pro-rated amount is figured by reducing the reasonable replacement material cost by the monthly reduction figures for the specific shingles for each month the shingles have been installed.

## EXTENDING THE IKO PROTECTION PERIOD

At the option of the original consumer - purchaser, up to two (2) years of additional IKO PROTECTION may be purchased on all IKO roofing shingles except the Dynasty. This optional purchase must take place during the first year of warranty coverage only. IKO will charge a nominal, one time fee of $5.00/100sq. ft. of roofing per year of additional coverage for this extension. To purchase this additional coverage, please call the IKO customer service dept. at 800-323-7171.

## LIMITED WIND RESISTANCE WARRANTY

IKO warrants its shingles for the initial five (5) years after the date of installation against wind blow-off damage due to wind velocities, including "Gusts", up to a maximum of sixty (60) MPH (Beaufort Scale #9). In the event that it is proven that there has been wind damage from winds up to 60 m.p.h. to such shingles, IKO will furnish similar shingles necessary for replacement for damaged shingles. Our five (5) years limited wind warranty does not cover the labor costs for the removal of damaged shingles or the application of the replacement shingles.

Any costs in excess of IKO's liability shall be the consumer - purchasers liability. Homeowners should pursue such claims through their homeowner insurance.

## LIMITED ALGAE RESISTANCE WARRANTY

For the IKO Dynasty shingle only, IKO will warrant for a period of ten (10) years after the date of installation that this shingle will resist the growth of algae which causes discoloration. In the event that an algae does develop on these shingles, causing discoloration, within the initial ten year period, IKO will at its option clean, repair, or replace (including installation labor costs where necessary) only those shingles which have developed the algae growth that cause discoloration up to the following limits: A.) In the first 12 months from the date of installation, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration due to algae, including replacement installation labor. B.) During the remaining nine (9) year warranty period, the maximum liability to IKO will be the original cost of the shingles exhibiting the discoloration, excluding all installation costs, less a percentage which is based upon the number of months elapsed in the warranty period divided by the ten (10) year warranty period.

## TRANSFERABILITY

For all IKO shingle products:

The warranty for all IKO shingle products may be transferred by the original consumer - purchaser only, to the subsequent property owner within the ten year period following shingle installation. Should such a transfer occur, the IKO PROTECTION shall automatically terminate, and the duration of the warranty, measured from the date of real estate transfer, shall be two years, unless the warranty transferred is for the IKO Dynasty, Chateau/30 Chateau Glass Ultra, Cambridge, Cambridge Ultra, or Renaissance XL shingles and such transfer occurs during the IKO PROTECTION period, in which event the following paragraph applies.

Transferability for the IKO Dynasty, Chateau/30 Chateau Glass Ultra, Cambridge, Cambridge Ultra, and Renaissance XL Shingles during the IKO PROTECTION period.

> If the warranty for any of IKO's Dynasty, Chateau/30 Chateau Glass Ultra, Cambridge, Cambridge Ultra, or Renaissance XL shingles is transferred by the original consumer - purchaser to the subsequent property owner during the IKO PROTECTION period, the duration of the warranty, measured from the date of installation, shall be the remainder of the IKO PROTECTION period and an additional five (5) years of limited warranty coverage.

In all of the above cases, the warranty will only be transferrable, subject to the above terms, under the following conditions:

1) Notification of a request for transfer must be received in writing by IKO at 6600 S. Central Ave, Chicago, IL, 60638, Attn: Quality Services, from the original consumer - purchaser within thirty (30) after the date of the real estate transfer. Such requests must include a copy of the original invoice showing proof of purchase of the IKO product and a copy of the real estate transfer.
2) Repair or replacement will be calculated using the reduction formula cited in the individual product warranties, using the date of installation as the start date.
3) A transfer fee of $100.00 must accompany all requests for warranty transfer.

## NOTIFICATION

Claims pursuant to this Limited Warranty must be filed within thirty (30) days of discovery of the alleged defect in the following manner:

a. Contact IKO Quality Services toll-free at 1-800-433-2811.
b. Furnish the information as requested by the Quality Services representative.
c. Complete and sign the Home Owners Inquiry Survey sent to you by Quality Services. At your own expense, return the Home Owner Inquiry Survey including all of the following:
   1. Proof of Purchase indicating the IKO product involved.
   2. The required number of pictures.
   3. Two full sample shingles.
   4. The completed and signed forms.
d. Provide access to the IKO products in question for the purpose of investigation if requested.

IKO will, within approximately sixty (60) days of receipt of the completed Home Owner Inquiry Survey, evaluate the claim and respond according to any obligations as may be imposed by the Limited Warranty as a result of such an evaluation. Any claimed defect for which notice is not received by IKO within the applicable warranty period is not covered by this warranty. Failure to provide requested information will cause the claim not to be considered.

## EXCLUSIONS AND LIMITATIONS

1. IKO will have no liability under this warranty for:

A) Any damage to the shingles caused by improper application of the shingles or the shingles not applied according to IKO printed application instructions.
B) Any variation in color or shading.
C) Any damage to the interior or exterior of any building or any property contained therein.
D) Any damage caused by Acts of God, including lightning, gale (except of the extent listed in the Limited Wind Resistance Warranty), hailstones, hurricane, tornado, earthquake, explosion, flood, fungus contamination, solid objects falling on the roof or any other causes except ordinary wear and tear by the elements.
E) Any damage caused by settlement, distortion or cracking of the roof deck, walls or foundation of a building or failure in the materials used a roof base or by traffic on the roof.
F) Any damage if the roof is altered after initial installation of the shingles, whether any such alteration is by structural additions, changes, or replacement or equipment installations (including without limitations, aerials, signs, water towers, fan housings, air conditioning equipment, television antennas and skylights).

# *Pride of Ownership... Peace of Mind are now yours.*

Congratulations on your purchase of IKO asphalt roof shingles. Your purchase has truly enhanced the stature of your home while providing long term, worry-free protection from nature's nasty elements.

The information contained in this booklet details how IKO supports you after the sale of our roofing shingles. IKO extends this warranty coverage together with our unique IKO PROTECTION coverage. Below we highlight some of the important benefits we offer within our Asphalt Shingle Limited Warranty

Please read and retain this copy of the IKO Asphalt Shingle Limited Warranty, which is printed in its entirely on pages 4-8 of this booklet.

***IKO, Setting the Standard!***

SPECIMEN

## IMPORTANT INFORMATION

### When this warranty begins

The start date for this warranty is the date the application of our shingles to your home is completed. Your IKO PROTECTION begins at this point.

### Where The Warranty Applies

This warranty covers IKO asphalt shingles sold by IKO Manufacturing Inc. that are applied and domiciled within the United States.

### Application of Your Shingles

The proper application instructions for your shingles can be found on the back panel of each and every bundle wrapper. To ensure that your shingles perform as expected and provide the intended protection, these application instructions must be strictly adhered to.

## ASSISTANCE AND NOTIFICATION

1) Product information, sales literature and product color samples are available from your local IKO roofing distributor.

2) Technical assistance on product specifications, application recommendations, warranty coverages, or expanded information on the entire IKO product line is available by calling the IKO Technical Hotline at 800-323-7171.

3) Should the need arise to contact IKO concerning a question on product quality or claim, call IKO Quality Services at 800-433-2811.

## IKO PROTECTION... 7-Year, 5-Year, 3-Year

IKO has been producing high quality roofing products, worldwide, for over 50 years. We put this reputation for quality to the test each time our shingles are installed. We feel that the early years following installation are the most critical ones to you. That is why we offer the unique initial limited warranty coverage we call IKO PROTECTION, which, depending on the product purchased, can cover up to the first seven (7) years after installation.

**In plain English, during the IKO PROTECTION period, IKO will have the shingles repaired or replaced *free of charge* (*exclusive* of costs for tear-off and flashings or metal work), should our shingles contain a manufacturing defect which results in leaks.**

To ensure that you have the warranty coverage that best suits your needs, IKO allows you to extend the IKO PROTECTION period for up to an additional two (2) years on all IKO roofing products, except the Dynasty.

**IKO warranties are also transferrable!** Please read the warranty document for complete information on the terms and conditions of this coverage.

Please consult the actual warranty for the specific limited warranty terms for each IKO product and for instructions on how to obtain extended IKO PROTECTION.

***Once Again, IKO... Setting the Standard!***