

Warranty

Triumph Inc. has completed the installation of roofing and sheet metal flashings on the building described as follows:

Owner: CAPREIT
Building: Island Manor
Location: 1855 Fort St, Victoria, BC. V8R 4W1
Date of Agreement: October 28, 2024

Triumph Inc. will repair, at their expense, SBS roofing and related sheet metal flashings of the said location resulting from our faulty workmanship for a period of twenty (20) year(s) commencing from the above date of completion.

The agreement is given and accepted on the following conditions:

- a) If leakage to the SBS roofing and sheet metal flashings occurs, the Owner shall notify Triumph Inc. immediately in writing and if repairs are to be made under this warranty, the Owner shall allow for a reasonable time to affect such repairs. Such repairs are to be made during regular working hours by our forces.
- b) Neither this agreement nor the contract for the installation of the PVC roofing and sheet metal flashings shall render Triumph Inc. liable in any way for any damage to the above described building or to any contents thereof, or for any interruption of business resulting therefrom. Acceptance of this agreement by the Owner shall constitute conclusive evidence that he does not and will not hold Triumph Inc. liable for any damage to the said building or any contents thereto, notwithstanding anything to the contrary contained in any agreement, written or oral, for the installation of the metal cladding, insulation and sheet metal flashings.
- c) No responsibility or liability is assumed in respect of repairs made necessary by: gale, hurricane, tornado, hail storm, lightning, or other phenomena of the elements or other hazards which may cause damage to the exterior, interior or contents of the said building or structure; inadequate design or specification; water vapour or moisture migration through or from the roof deck; failure of any materials used as a roof base or deck, or roof insulation over which said roof has been applied; settling of the building or distortion or failure of the building's foundations, walls, copings, or roof deck; failure of any components or appurtenances used in the roof system; nor damage to said roof and flashings caused during or after the application thereof by persons working or being on or about said roof.
- d) This agreement is given expressly in lieu of any other guarantees or warranties expressed or implied including any implied warranty of merchantability, quality or fitness for a particular purpose.
- e) This agreement will be cancelled automatically if the surface of the roof is altered in any way or if the roof is altered by attachments made thereto, or if the building is used for any other purpose than originally designed without the prior written approval of Triumph Inc.
- f) Complete payment to Triumph Inc. for the above work is a condition precedent to this agreement taking effect.
- g) This agreement does not warrant any materials, or design, or methods specified or directed by the Owner, his Architect or their Agent.
- h) If leakage to the roof occurs, the Owner will be responsible for all accosts associated with providing clear access to the cladding assembly described above for inspections and/or repairs, including the removal and replacement of all materials, equipment or anything covering the assembly.
- i) Regular roof inspections and maintenance by Triumph must be carried out at intervals not exceeding 12 months in order to maintain the terms of the warranty.

Triumph Inc.



(Scott Freethy, General Manger – Midwest Region)

We confirm the SBS roofing and related sheet metal flashings to be in good condition, as of the date below, and accept this warranty as the full extent of the roofing contractor's liability

THE IMPORTANCE OF ROOF MAINTENANCE

Whether your home or business, a roof is a large investment! Protecting that investment is an important measure that will provide you with peace of mind and ensure that your roof will last for many years to come.

All roofing systems are susceptible to weathering (snow, ice, water, heat) expansion, contraction and even abuse. It is not uncommon for leaks to occur over time due to these and other factors.

It is for these reasons that many roof systems DON'T last to their designed life span. (In fact, most roofing material manufacturers require that regular maintenance to be performed to make the warranties valid). Thus, a building owner is responsible for proper roof care and maintenance to ensure its top performance.

With Triumph's proactive inspection and scheduled maintenance plan, you can rest assured that you will beat the odds with a roof that lasts far beyond its normal life span. Our goal is to ensure that your new or existing roof is always at its peak performance, which will ultimately reduce the costs incurred for roof repairs/replacement!

PROPOSED MAINTENANCE AND SERVICE AGREEMENT:

COST OF PROGRAM:

INSPECTIONS: **\$1,800.00 plus GST/Inspection and maintenance for initial 2 years of the warranty term. Subsequent years inspections and maintenance for \$3,200.00 plus GST.**

**If further repairs are required to an inspected property triumph will quote the additional work*

EMERGENCY CALLS: if within the stated warranty term 45 days of last regular service visit will be free, unless the cause is determined to be other than lack of regular maintenance or damage not related to the roof installation then a charge of **\$750.00** will apply. Costs related to labour and required material are a cost additional to this.

***Inspected Location: If an Emergency Call is received regarding a property that was inspected, where deficiencies were reported, but not repaired by choice of the owner, the Regular Emergency Call Dispatch Fee will apply.*

NOTE: All repairs are billed for time and materials (in addition to rates stated above, unless exempt as detailed below).

DETAILS OF PROGRAM:

- 1) Triumph will establish a priority list of areas of property roof to be inspected and perform inspections of those areas.
- 2) Triumph will perform a full roof inspection and perform any required maintenance as per manufactures' requirements of the site and submit a written/photographic report of the condition of the roofing system. (This includes, but is not limited to: damaged roof membranes, blistering or tearing, pressure seams and cracks, perimeter flashings, drainage systems, debris, foreign objects, high traffic areas, roof access points, cones and vents, caulking and sealants, HVAC units and curbs, etc. that may or already have compromised the integrity of the roof).
- 3) During the inspection, if an immediate minor repair which is not part of maintenance program is required, Triumph will perform a temporary repair **AT NO CHARGE**, and document the repair in the report. (The extent of free repair is to be determined and performed by the inspector, if repair materials are on hand and time permits).
- 4) If there are areas of concern, as outlined in the report, Triumph will provide a quote to the owner. On approval, Triumph will dispatch a service crew to repair or remedy any deficiencies.

ROOF MAINTENANCE AND SERVICE AGREEMENT APPROVAL:

DETAILS:

This document is a legal, binding agreement for the purposes of preventative roof maintenance and repair service as required and approved by the undersigned; all inspections, maintenance and service is to be performed by Triumph Inc., for the period of 2 year(s), commencing on the date of substantial completion.

During this period, Triumph will perform inspections on the undersigned's property.

Triumph will provide a detailed inspection and quotation for approval before performing any extra work on said property.

TERMS:

All inspections and work performed will adhere to the "Details of Program" as set forth on page one of this document. As well, all inspection/repair dates and times will be scheduled with the undersigned prior to commencement.

Triumph will invoice the undersigned on completion of each inspection (Payment due Net 30 days from invoice date).

Invoices for individual site repairs will be invoiced on completion of work performed. (Payment due Net 30 days from invoice date).

This contract may be cancelled or modified by either party, with 90 day written notification.

APPROVAL:

COMPANY: _____

NAME OF AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____

TRIUMPH AUTHORIZED REPRESENTATIVE: _____

AUTHORIZED SIGNATURE: _____ DATE: _____