

### **TRI-BUILT® High Performance Underlayment Lifetime Limited Warranty**

TRI-BUILT® Materials Group, LLC (the “Seller”) warrants to the purchaser (the “Buyer”), that the product TRI-BUILT® High Performance Underlayment (hereafter called “Product”), if installed in strict compliance with Seller’s application guidelines, will shed water in sloped roof applications, except as noted below, for the LIFETIME of the service application to which it has been applied, provided the terms, conditions and limitations set forth herein are met. The above warranty shall be VOID if: 1.) Any part of the Product is exposed to ultraviolet radiation after roof cladding installation; 2) The Product has been installed and left uncovered without roof cladding for more than 180 days; or 3) The Product is not installed in strict compliance with Seller’s application guidelines.

As Buyer’s sole remedy under this warranty, Seller shall, at its sole election, either 1) repair the defective Product, 2) supply replacement Product for the portion of the Product that has been proven to be defective within the warranty conditions, or 3) refund the purchase price for that portion of the Product proven to be defective. Buyer shall pay all handling or transportation charges.

Buyer must give Seller written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to **TRI-BUILT® Materials Group, LLC ,P.O. Box 70, Rutherford, NJ 07070**. Failure to timely give Seller timely notice of a defect, or unauthorized repair, alteration, misuse or misapplication of the Product by Buyer makes this warranty VOID.

This warranty shall apply only to water leakage resulting solely from the defective manufacture of the Product and from no other cause. Without limiting the foregoing, Seller shall have no liability for leaks or damage resulting from:

1. Defects in workmanship in the installation of the Product;
2. Inadequate or faulty structural design, structural defects, settlement distortion, cracking or failure of substrate or the roofing base over which the Product is applied, or inadequate performance of products not manufactured or sold by Seller;
3. Any damage if the roof is altered after initial installation of the Product, whether any such alteration is by structural additions, changes, replacement or equipment installations;
4. Use of the roof for any purpose for which it was not designed;
5. Chemical damage or defects caused by any chemical materials including but not limited to greases, solvents, oils, or other chemicals;
6. Failure of the Owner to exercise reasonable care in maintaining the roof assembly and/or the Product;
7. Infiltration or condensation of moisture in, through or around walls, coping, building structure or underlayment of surrounding material;
8. Damage resulting from condensation below or adjacent to the Product;
9. Standing, pooled or dammed water; drainage must meet National or Canadian Roofing Contractors Association (NRCA or CRCA) minimum recommendations as applicable;
10. Unusual traffic, or from use as a storage area or recreational surface or for any other purpose for which it was not designed;

11. Damage caused by penetrations (including penetrations by fasteners), animals, tears or rips, vandalism, abusive conditions, natural forces such as lightning, wind, tornados, hurricanes, and earthquakes, fire, acts of God, or any other cause beyond Seller's control;
12. Installation of the final roof covering over visibly degraded Product;
13. Shrinkage of the Product.

In furtherance of and not in limitation of the foregoing, Seller will have no liability under this warranty for:

- A. Any variation in color or shading of the Underlay;
- B. Any damage to the interior or exterior of any building or any property contained therein;
- C. Any costs incurred for repair or disposal; or
- D. Any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which the Underlay is installed.

In all cases, the replacement Product is warranted only for the remainder of the original product Warranty.

The Seller reserves the right to discontinue or modify any of its products, without notice to the Owner and shall not be liable to the Owner as a result of this modification or discontinuance. The Seller will have no liability in the event that replacement materials may vary in color in comparison to the original product as a result of product changes or normal weathering.

Any refund or material replacement by The Seller shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.

The warranties set forth herein are Seller's sole and exclusive warranties. In no event shall Seller be liable for other damages, including, without limitation, or for special, incidental, punitive or consequential damages.

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.**

No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. Buyer may not assign or permit any other transfer of this warranty without Seller's consent.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

The warranty shall be governed by the laws of the state of Washington, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the state or federal courts of King County, Washington.

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