

Deck Defense[®] **Underlayment**



OWENS CORNING ROOFING AND ASPHALT, LLC ONE OWENS CORNING PARKWAY TOLEDO, OHIO, USA 43659

1-800-GET-PINK® www.owenscorning.com/roofing

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Limited Warranty on Deck Defense® High Performance Roof Underlayment

Introduction

Thank you for your recent purchase of Deck Defense* High Performance Roof Underlayment ("Deck Defense Underlayment") from Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, if anything in this warranty is not clear to you, please call us at 1-800-ROOFING. Or visit our Web site at www.owenscorning.com/roofing.

Who Is Covered

The property in which the products have been installed must be located in the United States or Canada and you must be the original consumer purchaser (i.e., the property owner, not the installer or contractor) of *Deck Defense* Underlayment, you are entitled to the benefits of this warranty.

Transferability of This Warranty

This warranty is personal to original purchaser and may not be transferred to any subsequent purchaser of your home.

How Long Are You Covered

The length of the warranty period for *Deck Defense* Underlayment shall be the warranty period for the original layer of shingles applied to your roof, up to a maximum warranty period of thirty (30) years following installation. Reference your shingle warranty to determine the applicable warranty period for *Deck Defense* Underlayment.

What Is Covered

We warrant that this roofing product will be free from any manufacturing defects that materially affect its performance on your roof during the applicable warranty period.

What Is Not Covered

Damage to the product due to any cause not expressly covered herein. After our *Deck Defense* Underlayment leaves the manufacturing facility, it is subjected to conditions and handling beyond our control that could affect its performance. This warranty does not cover any problems with non-defective *Deck Defense* Underlayment caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- 1. Acts of God, such as hail and strong storms;
- Damage to or failure of Deck Defense Underlayment as a result of damage to or the failure of the underlying roofing structure;
- Foot traffic on your roof or damage caused by object(s) (i.e., tree branches) falling on your roof;
- Exposure to the elements (except for damages resulting from UV degradation if left exposed for less than 180 days);
- 5. Leaks caused by fasteners;
- Inadequate roof drainage or attic ventilation. If you have any questions about appropriate drainage or ventilation requirements, please contact us at 1-800-ROOFING:
- Settlement of the structure of your property or buckling or cracking of the deck over which your *Deck Defense* Underlayment is installed;
- Leaks caused by pre-existing conditions, structural failures(s) or damaged area(s) on or near the roof which are not part of the Roofing System such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots allowing water to enter the structure or Roofing System.

- Damage to the Deck Defense Underlayment caused by alterations made after completion of application, including structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or other modifications;
- 10. Improper storage, handling or other conditions beyond our control;
- Damages caused by, or the cost to repair, any non-Owens Corning[®] Roofing products;
- 12. Improperly designed or installed gutter or downspout systems;
- Improper or faulty installation of Deck Defense Underlayment (installation must be in accordance with the then current written installation instructions);
- Application of Deck Defense Underlayment on roof slopes less than a 2:12 pitch;
- 15. Re-roof over existing underlayment; and
- Any costs that you incur which are not authorized in advance by Owens Corning.

What Is Your Remedy

If at any time up to the maximum warranty period of thirty (30) years, based on the field shingle installed, the *Deck Defense* Underlayment does not retain its ability to shed water due to a manufacturing defect, Owens Corning will contribute to the cost of either repairing or replacing your *Deck Defense* Underlayment at our sole option and as it's our sole obligation to you, subject to the following limitations:

During the first ten (10) years following installation, our liability under this warranty shall be limited, at our sole discretion, to repairing or replacement of your *Deck Defense* Underlayment or a refund equal to the cost of replacement of the *Deck Defense* Underlayment excluding cost of labor.

During years eleven (11) through up to thirty (30) following installation, our liability shall be limited, at our sole discretion, to repairing or replacement of the *Deck Defense* Underlayment or a refund equal to the cost of replacement of the *Deck Defense* Underlayment, excluding the cost of labor, subject to proration as calculated by the formula set forth below.

The proration formula takes into account the number of months of use you have enjoyed through the date of your claim and reduces a refund for cost of replacement accordingly. That is, we will prorate the amount of your payment through the date of your claim.

The Deck Defense Underlayment has a maximum warranty period of 30 years (360 months), based on the field shingle installed. Thus, if you make a claim in the last month of the 11th year of the warranty (i.e., the 132nd month), and the warranty on the first shingle you installed was 30 years, the warranty refund amount would equal 228/360ths of the cost of replacement of Deck Defense Underlayment, excluding the cost of labor.

No Modifications to this Warranty

This warranty may not be changed or modified. No one, including any representative or employee of Owens Corning and any representative or employee of a contractor or installer has authority to assume any additional liability or responsibility for Owens Corning or in any way modify or change this warranty.

Compensation

Under the terms of this Limited Warranty on *Deck Defense* Underlayment, the manner of Compensation is at Owens Corning's sole discretion and may be issued in the form of cash settlement and/or material credit for to an existing supplier of Owens Corning* *Deck Defense* Underlayment. All costs must be preapproved by Owens Corning. Note: The prorated material cost will be determined by the cost of the *Deck Defense* Underlayment at the original time of purchase.

Claims Process

To make a claim under this warranty, you must notify us within thirty (30) days of discovering the problem. Just call us at 1-800-ROOFING or visit us at: http://www.owenscorning.com/roofing. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your *Deck Defense* Underlayment samples for us to test. If you have any questions, do not hesitate to call 1-800-ROOFING or visit our Web site at www.owenscorning.com/roofing.

Limitations

THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER BY STATUTE, AT LAW OR IN EQUITY AND IS LIMITED IN LENGTH TO THE EXPRESS WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING® DECK DEFENSE UNDERLAYMENT. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. YOUR REMEDY FOR DEFECTIVE DECK DEFENSE UNDERLAYMENT IS FULLY DESCRIBED IN THE SECTION ENTITLED "WHAT IS YOUR REMEDY". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION UNLESS COVERED BY AN OPTIONAL OWENS CORNING® ENHANCED WARRANTY. WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL. CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

Some states or provinces do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. To the extent that this warranty is inconsistent with local law, this warranty shall be deemed modified to be consistent with such local law. This warranty gives you specific legal rights and you may also have other rights which vary from state to state or province to province.

FOR CANADA ONLY: The terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

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