

# TITANIUM® UNDERLAYMENTS

## Limited Warranty on Titanium® Synthetic and Self-Adhered Roof Underlayments

This warranty includes limitations on its transferability. THIS LIMITED WARRANTY GIVES PURCHASER SPECIFIC LEGAL RIGHTS, AND PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE OR PROVINCE TO PROVINCE.

### INTRODUCTION

Thank you for your recent purchase of Titanium® Roof Underlayment ("Titanium® Underlayment") manufactured by Owens Corning Roofing and Asphalt, LLC ("Owens Corning"). If anything in this limited warranty is not clear to you, please call us at 1-800-ROOFING (1-800-766-3464) or visit our website at [www.owenscorning.com/roofing](http://www.owenscorning.com/roofing).

### WHO IS COVERED

To be entitled to the benefits of this limited warranty (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (the "Purchaser") (i.e. the property owner, not the installer or contractor) of Titanium® Underlayment.

### TRANSFERABILITY OF THIS WARRANTY

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

### HOW LONG IS PURCHASER COVERED

**ALL IMPLIED WARRANTIES APPLICABLE TO THIS ROOFING PRODUCT ARE LIMITED IN DURATION TO THE WARRANTY COVERAGE PERIOD DESCRIBED HEREIN AS PROVIDED BY THIS LIMITED WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO PURCHASER.**

The length of the warranty period for Titanium® Underlayment depends on the type of structure on which the materials are installed and the owner of the structure. Lifetime coverage for all Titanium® Underlayment applies only to single-family detached homes where the owner of the roof is the resident occupying the home and remains in effect for as long as the owner owns the home.

In the instance of Titanium® Underlayment purchased or installed on property owned by others (for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' association, or cooperative housing arrangements) or installed on any other structures (for example, apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period for Titanium® Underlayment will be 40 years from the original installation date. See the chart at the end of this limited warranty for the specific warranty that applies to Purchaser's Titanium® Underlayment product. Owens Corning reserves the right to arrange directly for the repair or replacement of the products instead of compensating Purchaser directly.

### WHAT IS COVERED

Owens Corning warrants that this roofing product will be free from any manufacturing defects that materially affect its performance on Purchaser's roof.

### WHAT IS NOT COVERED

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

1. Acts of God, such as hail and strong storms (e.g. hurricanes);
2. Damage to or failure of Titanium® Underlayment as a result of damage to or the failure of the underlying roofing structure;
3. Foot traffic on Purchaser's roof or damage caused by objects (e.g., tree branches) falling on Purchaser's roof;
4. Exposure to the elements (refer to table for specific product UV exposure limits);
5. Leaks on Titanium® Synthetic Underlayment caused by fasteners (excluding self-adhered);
6. Inadequate roof drainage or attic ventilation;
7. Settlement of the structure of Purchase's property or buckling or cracking of the deck over which Titanium® Underlayment is installed;
8. Leaks caused by pre-existing conditions, structural failures, or damaged area(s) on or near the roof that 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.
9. Damage to the Titanium® 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. Any damage due to debris, resins, or drippings from foliage;
11. Improper storage, handling, or other conditions beyond our control;
12. Damages caused by, or the cost to repair, any non-Owens Corning products;
13. Improper or faulty installation of Titanium® Underlayment (installation must be in accordance with the then current written installation instructions);
14. Application of Titanium® UDL25, Titanium® UDL30, Titanium® UDL50, and Titanium® X30 on roof slopes less than a 2:12 pitch;
15. Application of Titanium® PSU30 and Titanium® FR on roof slopes less than ½:12 pitch;
16. Re-roof over existing underlayment; and
17. Any costs incur by Purchaser which are not authorized in advance by Owens Corning.

### WHAT IS PURCHASER'S REMEDY

In the event that any portion of Titanium® Underlayment exhibits a manufacturing defect, Owens Corning will contribute to the cost of either repairing or replacing Purchaser's Titanium® Underlayment, excluding labor, as its sole option and as its sole obligation to Purchaser. Owens Corning reserves the right to arrange directly for the repair or replacement of Purchaser's Titanium® Underlayment instead of compensating directly.

### COMPENSATION

Under the terms of this limited warranty on Titanium® Underlayment, the manner of compensation is at Owens Corning's sole discretion and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit to an existing supplier of Owens Corning Titanium® Underlayment. All costs must be pre-approved by Owens Corning.

### CLAIMS PROCESS

To make a claim under this limited warranty, Purchaser must do so within 30 days after discovering the problem. To fully evaluate the claim, we may ask Purchaser to provide, at Purchaser's expense, pictures of the Titanium® Underlayment and samples for us to test. Purchaser must do so in order to be eligible to make a claim under this limited warranty. If Purchaser repairs or replaces Owens Corning products before Owens Corning has made a determination on the claim, Purchaser claim may be denied.

## Titanium® Synthetic and Self-Adhered Underlayment

E-mail: [answers@owenscorning.com](mailto:answers@owenscorning.com)

Toll Free: 1-800-ROOFING

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### NO MODIFICATIONS TO THIS LIMITED WARRANTY

The terms of this limited warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act). This limited warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

### MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and Purchaser agree to single arbitration of all disputes and claims arising out of or relating to this limited warranty or Titanium® Underlayment ("Dispute"). This limited warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, Purchaser or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this limited warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this limited warranty, and shall be administered by the AAA.

### PURCHASER AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

### PURCHASER AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, Purchaser agrees that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

### GOVERNING LAW AND FORUM

This limited warranty and all Disputes are governed by the United States federal laws and laws of Ohio. Subject to the "Arbitration" provision in this limited warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

### SAVINGS AND SEVERABILITY

To the extent that this limited warranty is inconsistent with applicable law, this limited warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this limited warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this limited warranty to affect the original intent of the parties as closely as possible while rendering the term and this limited warranty fully legal and enforceable. If a term in this limited warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this limited warranty, leaving the remainder of this limited warranty enforceable.

### LIMITATIONS

THIS LIMITED WARRANTY IS THE PURCHASER'S EXCLUSIVE WARRANTY FROM OWENS CORNING AND CONTAINS THE SOLE REMEDY TO ANY PURCHASER OF OWENS CORNING TITANIUM® UNDERLAYMENT. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS LIMITED WARRANTY. THIS REMEDY FOR OWENS CORNING TITANIUM® UNDERLAYMENT IS FULLY DESCRIBED HEREIN. PURCHASER IS NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH PURCHASER IS BUYING UNDERLAYMENT. OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO PURCHASER'S STRUCTURE OR TO PURCHASER'S STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO PURCHASER.

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

| Check the appropriate box                                          | Maximum exposure before covering | Structure/Owner                                  |                                         |
|--------------------------------------------------------------------|----------------------------------|--------------------------------------------------|-----------------------------------------|
|                                                                    |                                  | Single family detached home owned by individuals | Any other types of structures or owners |
| Type of Titanium® Product                                          |                                  |                                                  |                                         |
| <input type="checkbox"/> Titanium® UDL25 Synthetic Underlayment    | 90 days                          | Limited Lifetime                                 | 40 years                                |
| <input type="checkbox"/> Titanium® UDL30 Synthetic Underlayment    | 180 days                         | Limited Lifetime                                 | 40 years                                |
| <input type="checkbox"/> Titanium® UDL50 Synthetic Underlayment    | 180 days                         | Limited Lifetime                                 | 40 years                                |
| <input type="checkbox"/> Titanium® X30 Synthetic Underlayment      | 180 days                         | Limited Lifetime                                 | 40 years                                |
| <input type="checkbox"/> Titanium® PSU30 Self-Adhered Underlayment | 180 days                         | Limited Lifetime                                 | 40 years                                |
| <input type="checkbox"/> Titanium® FR Self-Adhered Underlayment    | 180 days                         | Limited Lifetime                                 | 40 years                                |

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