



WEATHERTEK TM Limited Warranty

WeatherTek Building Products, LLC (Seller) expressly warrants to the original purchaser (Buyer), WEATHERTEK TM will be free from any manufacturing defects that materially affect its ability to shed water and not degrade for a period of fifty (50) years when installed strictly pursuant to the Seller's installation instructions, available on www.weathertekbp.com. This warranty is non-transferrable.

This warranty does not cover any problems with non-defective WEATHERTEK TM synthetic underlayment caused by improper handling or storage beyond our control. Additional examples of conditions not covered by this warranty include:

1. Acts of God, including but not limited to, fire, hail, strong storms, or other unforeseen causes outside of Sellers control.
2. Faulty or improper installation.
3. Damage to or failure of WEATHERTEK TM because of damage to or the failure of the underlying roofing structure.
4. Any part of the product is exposed to UV after roof cladding has been installed, and the product has been installed and left uncovered without the final roof cladding material for more than 30 days.
5. Heavy foot traffic on your roof or damage caused by falling tree branches.
6. Leaks caused by fasteners penetrating WEATHERTEK TM, punctures or tears caused by plywood clips or uneven joints in the roof deck.
7. The product is used for an application outside of the recommended slope listed in the seller's installation instructions.
8. Inadequate attic ventilation and roof drainage.

Buyer must provide Seller written notice of any defects within 30 days from the date that the defect was discovered, along with field samples illustrating the claim and problem, application details, and digital pictures. Buyer will be responsible for all shipping charges, samples should be sent to: QC Department, WeatherTek Building Products, LLC, 690 N Highway 29, Suite 115, Athens, GA 30601. Seller reserves the right to reserve warranty claim judgment pending full field sample evaluation. Seller shall, at its sole option and as Buyer's sole remedy, provide replacement product or refund the original purchase price for the portion of the product proven to be defective, excluding labor, within the written warranty conditions. Seller, at its sole discretion, retains the right to modify this warranty.

THE WARRANTIES SET FORTH HEREIN ARE SELLER'S SOLE AND EXCLUSIVE WARRANTIES. SELLER'S LIABILITY ON ANY CLAIM OF ANY KIND FOR ANY LOSS OR DAMAGE ARISING OUT OF, IN CONNECTION WITH, OR RESULTING FROM THE MANUFACTURE, SALE, OR RESALE OF THE PRODUCT SHALL IN NO CASE EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT, PRORATED FROM THE DATE OF PURCHASE TO THE DATE OF DISCOVERY OF THE DEFECT. IN NO EVENT SHALL SELLER BE LIABLE FOR OTHER DAMAGES OR FOR INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING COST OF REMOVING OR REPLACING THE PRIMARY ROOFING MATERIALS. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY 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 CANNOT 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 COVERED BY THE LAWS OF GEORGIA, 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 GEORGIA.