HydraShell WeatherTite HT Roofing Underlayment 30 Year Limited Warranty

Who Is Covered:

Your residential property 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 roof underlayment, you are entitled to the benefits of this warranty.

Transferability of This Warranty:

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

What is covered:

Marco Industries ("Marco Industries" or the "Manufacturer") warrants to the purchaser of the Product (the "Building Owner") that roofing underlayment (the "Product"), if installed in strict accordance with the Manufacturer's installation instructions, is free of manufacturing defects and will retain its ability to shed water and not deteriorate or decompose under the primary roofing material for the period of 30 years from the sales invoice date or the product manufactured date printed on the product, provided the terms, conditions and limitations set forth herein are met. This Warranty does not apply if (1) any part of the product is exposed to UV after roof cladding installation, and/or (2) the product has been installed and left uncovered without roof cladding for more than 365 days. Marco Industries agrees to provide either replacement product or refund the original purchase price paid for any portion of product found to be defective.

Sole and Exclusive Warranty:

This Warranty is exclusive and replaces all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose. No employee, agent, or representative of the Manufacturer has authority to make or give any other warranty or vary any of the terms or conditions of this Warranty. No statements made in any of the Manufacturer's brochures, pamphlets, flyers, advertisements or promotional materials of any kind constitute a warranty other than as set forth herein.

How Long Are You Covered:

When roof underlayment is installed with asphalt shingles or metal in residential applications, the length of the warranty period for roof underlayment shall be for the period of 30 years from the sales invoice date or the product manufactured date printed on the product (the "Warranty Period").

What Is Not Covered:

Roofing Ventilation & Accessories

Damage to the product due to any cause not expressly covered herein. After our roof 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 roof underlayment caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

A. Acts of God, such as hail and strong storms;

B. Damage to or failure of roof underlayment as a result of damage to or the failure of the underlying roofing structure;

C. Foot traffic on your roof or damage caused by object(s) (i.e., tree branches) falling on your roof;

D. Leaks caused by any penetrations (including penetrations by fasteners);

E. Cost of removing or replacing primary roofing materials

F. Leaks caused by natural forces, including but not limited to, lightning, gale-force winds, hail, hurricanes or similar natural causes; vandalism, animal abuse, fire, acts of war or civil disturbances;

G. Leaks caused by alteration or repair of the roof or installation of structures, fixtures or utilities on or through the roof;

H. Environmental fallout or overexposure to commercial industrial solvents, acids, caustic fluids, oils, waxes, gases, absorbent clays, bleaches or plasticizers;

I. Failure by the Building Owner or end user of the Product to use reasonable care in maintaining the roof;

J. Leaks caused by excessive traffic or storage of materials on the roof;

K. Infiltration or condensation of moisture in, through, around or above the walls of the building;

L. Moisture that exists in the roofing system prior to the application of the Product;

M. Structural failure or failure of material not supplied by the Manufacturer;

N. Color changes or fading as the result of normal weathering or atmosphere conditions;

O. Defective design, construction, installation or movement of the roof deck or roof accessories, including but not limited to vents, drains, curb units or other roof components;

P. Damage caused by ponding water or the absence of positive drainage within the warranted roof area;

Q. Mold growth caused by inadequate ventilation or moisture that exists in the building or that enters the building prior to or after the installation of the Product;

R. Cost of remediation or removal of hazardous materials, asbestos, mold, fungus, or any other contaminants;

S. Loss of profits or damage to business reputation; and

T. Application of roof underlayment on roof slopes less than a 2:12 pitch;

U. Re-roof over existing underlayment.

V. Damage caused by severe weather conditions prior to application of primary roofing.

Remedy:

The remedy stated herein is the Building Owner's sole and exclusive remedy for defects in or failure of the materials supplied by the Manufacturer. The Manufacturer shall have no liability for any problems caused by leaks or defects caused by the failure of the roofing contractor to apply the Product in accordance with written instructions and specifications or recognized industry standards and practices. In no event shall the Manufacturer be held liable for damages and/or for special, incidental, indirect, punitive or consequential damages. The Manufacturer's liability on any claim of any kind for any loss or damage arising out of, in connection with or resulting from the manufacturer, sell or resell of the Product shall not exceed the original purchase price of the Product.

Jurisdiction:

Any claim or dispute between the Building Owner and Marco Industries arising out of this Warranty or relating to any material supplied or specifically required by Marco Industries shall be resolved in the state or federal courts of Oklahoma.

Enforceability:

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

Claims: What You Must Do

You must notify Marco Industries about any claim within 30 days after you notice a problem and provide proof of the date your roof underlayment was installed and that you were the owner at that time. You must send a notice in writing to Marco Industries (Include address). You will then be provided with complete details about submitting your claim. Marco Industries may require you to send to them, at your expense, sample of roofing underlayment for testing, production codes, application detail and photographs. Within a reasonable time after proper notification, Marco Industries will evaluate your claim and resolve it in accordance with the terms of this warranty. Marco Industries shall, at its sole option and as Buyer's sole remedy, repair or replace the product or refund the purchase price for that portion of the product that has been proven to be defective, within the written warranty conditions. Buyer shall pay all handling or transportation charges. Failure to timely give Marco Industries notice of a defect, or unauthorized repairs or alterations, or misuse or misapplication of the product makes this warranty VOID. Any claim for roof

underlayment which has been replaced before notifying Marco Industries of your claim may be denied.

NOTE: Notice to your contractor, dealer, or home builder is NOT notice to Marco Industries. You should retain this warranty for your records in the unlikely event that you need to file a claim.

No Modifications to this Warranty

This warranty may not be changed or modified. No one, including any representative or employee of Marco Industries, has authority to assume any additional liability or responsibility for Marco Industries or in any way modify or change this warranty. The warranty shall be covered by the laws of Oklahoma, USA 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 USA.