



Synthetic Roofing Underlayment

LIMITED WARRANTY FOR SHIELD RIGHT / PRIMUS ULTRA SYNTHETIC UNDERLAYMENT

1. **Limited Warranty.** Gulnar Plastics Pvt Ltd provides a Limited Warranty that Shield Right / Primus Ultra Synthetic Underlayment will be free from manufacturing defects that materially affect performance when applied and used consistent with the Primus Installation Instructions, building codes, and standard practices of the industry.
2. **Term.** Gulnar provides this Limited Warranty for a period of 15 years from the date of installation. This Limited Warranty shall terminate at the end of 15 years, or once the overlying roofing materials are disturbed or removed for any reason.
3. **Usage.** Shield Right / Primus Ultra Synthetic Underlayment is not roofing, and by itself may not prevent water from entering a structure. Water may enter beneath Shield Right / Shield Right / Primus Ultra at penetrations, laps, roof and wall interfaces, and other locations. Water may also penetrate around improperly installed fasteners and the shanks of staples, and through torn and compromised Shield Right / Primus Ultra, as well as other areas due to improper installation. Shield Right / Primus Ultra is only the first step in the roofing process, and should not be considered as waterproofing any more than face-nailed EPDM or TPO would be considered waterproofing.
4. **Leaking.** Gulnar does not warrant that Shield Right / Primus Ultra will be leak-proof, and Gulnar expressly disclaims any liability for damage that may result from leaking. Gulnar strongly recommends that tarps or other coverings be used to protect the building until installation of all roofing materials, including flashings.
5. **Conditions.** This Limited Warranty shall not apply to damage caused by conditions beyond our control, including the following:
 - a) Improper storage, handling, or installation of Shield Right / Primus Ultra;
 - b) Acts of negligence, abuse or misuse, accidents, and vandalism;
 - c) Improperly designed or installed gutters, downspouts, or roof structure;
 - d) Damage caused by fire and other property damage;
 - e) Acts of God, including hail and storms;
 - f) Failure of materials not supplied by Reese;
 - g) Failure or deficiency of the underlying structure;
 - h) Damage to the roof caused by foot traffic, trees, or other objects;
 - i) Damage due to UV degradation and exposure to the elements;
 - j) Leaks caused by fasteners, inadequate flashing, and other conditions;
 - k) Inadequate drainage or attic ventilation;
 - l) Settlement of the structure, or buckling and cracking of the roof deck;
 - m) Damage caused by pre-existing conditions of the structure;
 - n) Changes, repairs, or alterations to the roof made after installation;
 - o) Damage caused by the owner's failure to maintain the roof;
 - p) Application of Raptor over existing underlayment; and
 - q) Any other conditions of any kind beyond our control.

6. Remedy. This Limited Warranty shall apply in the event that installed Shield Right / Primus Ultra does not retain the ability to shed water due to a manufacturing defect that materially affects performance. In the event that Gulnar deems the installed Shield Right / Primus Ultra to be defective, it may elect in its sole discretion to either (a) furnish replacement materials for that portion of Shield Right / Primus Ultra deemed to be defective; or (b) reimburse the cost of replacement materials for that portion of Shield Right / Primus Ultra deemed to be defective. This remedy is available only with respect to that portion of Shield Right / Primus Ultra that exhibits manufacturing defects at the time of the claim. Replacement materials furnished by Gulnar shall be warranted only for the remainder of the original warranty period. This Limited Warranty shall be prorated for defects occurring during years 6—15, and any reimbursement during this term shall be reduced accordingly.

7. Limitations. Other than the replacement of material or reimbursement described in paragraph 6, Gulnar shall have no further obligation or liability for any costs or losses associated with the replacement of Shield Right / Primus Ultra or repairs of any kind, including the cost of labor, material disposal, metalwork, flashings, roof deck, and the like. In addition, Gulnar shall not be liable for any damage to the interior or other parts of the project, including mold growth. Gulnar shall not in any event be liable for damages in excess of the purchase price of the materials.

8. Disclaimer. This Limited Warranty is exclusive and replaces all other warranties, conditions, representations, and guaranties of any kind, whether express or implied. GULNAR SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty is the sole and exclusive remedy available from Gulnar with respect to Shield Right / Primus Ultra Synthetic Underlayment, and Gulnar makes no other representations, warranties, or guarantees of any kind other than those stated herein. Gulnar also disclaims liability for consequential, incidental, special, or other damages of any kind, whether for breach of warranty, negligence, strict liability, or any other cause.

9. Transferability. This Limited Warranty is personal to the original owner of the project and cannot be transferred to a subsequent purchaser or other party. This Limited Warranty shall only be valid for improvements located within the United States or Canada.

10. Claims. The original owner of the project must make a claim under this Limited Warranty within 30 days after discovery of a manufacturing defect. A claim must be written and include proof of purchase by the original owner. The claim must be furnished to: Gulnar Plastics Pvt Ltd., Survey 18, Kharadpada, Silvasa 396230 India by certified mail, courier service, or personal delivery. Gulnar shall be entitled to review all relevant records in support of the claim, and it shall be entitled to inspect the premises before any alterations or repairs are made. Once the investigation has been completed, Gulnar shall evaluate the claim and resolve it in accordance with the terms of this Limited Warranty. Gulnar reserves the right to deny a claim where the material has been altered or repaired prior to inspection, or where relevant records have not been promptly provided. Gulnar has no obligation to reimburse costs incurred prior to its authorization. Furnishing notice of your claim to a contractor or other party shall not constitute notice to Gulnar.

11. Modification. This Limited Warranty cannot be modified or changed. No representative of Gulnar has the authority to modify or change the terms of this Limited Warranty. In the event of a conflict between the language of this Limited Warranty and any contract, specification, instruction, or other document, the terms and conditions of this Limited Warranty shall govern.

12. Indemnification. A party making a claim against Gulnar based upon deficiencies in Shield Right / Primus Ultra shall indemnify and hold Gulnar harmless from all expenses, losses and damages so incurred, including attorney's fees, where the claim asserted is invalid, unsupported, frivolous, unreasonable, groundless, or otherwise unjustified.