



Limited Material Manufacturer's Warranty

Warrior Roofing Manufacturing, Inc., ("seller") warrants to the purchaser (the "Buyer") for a limited period of twenty (20) years from the date of purchase, pursuant to the exclusions and/or limitations set forth herein, that:

Elephant Skin® underlayment will not allow water to penetrate any roofing substrate (roof deck) to which it is properly applied due to decomposition beneath the primary roof covering (asphalt shingles, tile, or metal roofing) under which it is installed per the terms of the roofing manufacturer's warranty from the date of original installation and provided the underlayment is installed in accordance with Elephant Skin® underlayment's specific installation instructions, and all applicable local, regional and state building codes and after application to roof substrate (roof deck), Elephant Skin® underlayment will not materially deteriorate from exposure to sunlight for a period of 90 days before being covered by the primary (finish) roof covering. The above warranty shall be void if any part of Elephant Skin® underlayment is exposed to ultraviolet radiation (e.g. sun light) after primary (finish) roof installation or Elephant Skin® underlayment has been installed and left un-covered without finish roof installation for more than 90 days.

This Limited Warranty requires that the underlayment has been used for its intended application. Elephant Skin® underlayment intended application is as a roofing underlayment beneath high quality asphalt, tile, or metal roofing on roofs having a pitch of 3/12 or greater. Primary (finish) roofing must be installed per Technical Bulletins and per roofing manufacturer's installation and technical manual. This Limited Warranty does not apply if Elephant Skin® underlayment is used in any other application and/or if Elephant Skin® underlayment is used outside of primary (finish) roofing manufacture's technical requirements for underlayment properties.

Exclusions

This warranty does not cover damage to Elephant Skin® underlayment or the underlying building or structure caused during installation, including for example, damage from construction or inspection traffic or falling objects or damage to Elephant Skin® underlayment or the underlying building or structure caused by natural or man-made disasters or damage to Elephant Skin® underlayment or the underlying building or structure caused by defects in the roofing substrate (roof deck), inadequate or defective or substandard workmanship during installation, inadequate or faulty structural design, structural defects, structural settling or alterations to the roof after initial installation of Elephant Skin® underlayment or infiltration of moisture causing condensation damage below or under Elephant Skin® underlayment emanating from beneath the substructure, damage from fastener penetrations, tears, insect or animal damage or damage to Elephant Skin® underlayment or the underlying building or structure caused by exposure to severe wind and rain conditions prior to primary (finish) roof installation or chemical damage or defects, or damage to Elephant Skin® underlayment due to vandalism, abusive conditions, failure to properly maintain roof, or use of roof for any purpose other than that for which it was designed, or damage to Elephant Skin® underlayment caused by improper use or performance of other products not warranted by Warrior Roofing Manufacturing, Inc.

Warrior Roofing Manufacturing, Inc., may stop selling or change any of its products, without notice and shall not be liable as a result. The explanation in this paragraph of specific exclusions and/or exemplary exclusions shall not be deemed to expand the scope of the limited warranty given herein, as described in Paragraph 1, above.

Notice Requirement

Purchaser (Buyer) must give written notice and provide specific proof (including but not limited to digital pictures, field samples and proof of purchase) of any damage covered by this warranty to Warrior Roofing Manufacturing, Inc., within the thirty (30) days from the date of discovery of the damage. Notice and specific proof must be sent to Warrior Roofing Manufacturing, Inc., 3050 Warrior Road, Tuscaloosa, AL, 35404 or at such other address as Warrior Roofing Manufacturing, Inc., may designate on the website: <http://www.warriorroofing.com/>. Failure to provide such notice makes this warranty unenforceable.

Exclusive Warranty

The warranty described above is given in lieu of all other warranties, express or implied. No owner, employee, contractor and/or agent of Warrior Roofing Manufacturing, Inc., has the authority to make or give any other warranty or vary any of the terms or conditions of the above-described warranty. No statements or representations made in any of Warrior Roofing Manufacturing, Inc., brochures, pamphlets, flyers, or other promotional materials, written or other media form of any kind constitute a warranty. Other than as set forth herein, Warrior Roofing Manufacturing, Inc., makes no warranty of any kind, express or implied.

Limitations of Liability

Warrior Roofing Manufacturing, Inc.'s sole liability, for defects in or damage caused by failure of Elephant Skin® underlayment to comply with the standards set forth above or to perform as warranted herein, is limited to the purchase price of the allegedly defective underlayment product and Warrior Roofing Manufacturing, Inc., shall, at its sole option/discretion either repair the allegedly defective underlayment, replace the allegedly defective underlayment, or refund the purchase price of the allegedly defective underlayment. In no event shall Warrior Roofing Manufacturing, Inc., be responsible to any personal and/or any incidental and/or consequential damages, including without limitation, the cost of removing and/or replacing roofing substrate (roof deck), covering the cost of repairing, cleaning, and/or repainting any structure or building to which Elephant Skin® underlayment has been applied, the cost of repairing, cleaning, and/or replacing any contents of any structure or building to which Elephant Skin® underlayment has been applied, and/or the cost of remediation of mold, fungus, or any other contaminant or any alleged diminution in value of *any* building or structure to which Elephant Skin® underlayment has been applied. In no event shall Warrior Roofing Manufacturing, Inc., be responsible for lost profits, including for example, future or anticipated lost profit or damage to reputation, including business reputation.

This Limited Warranty shall be governed by the laws of the state of Alabama, 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 Tuscaloosa County, Alabama.



WARRIOR® ROOFING MANUFACTURING

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