



## TRI-BUILT® HYBRID UNDERLAYMENT LIFETIME MANUFACTURER'S LIMITED WARRANTY

TRI-BUILT, warrants to the above Owner ("Owner"), subject to the terms and conditions set forth herein, that the TRI-BUILT® Hybrid Underlayment, when installed in strict accordance with current TRI-BUILT specification and the warranty requirements herein, over a properly prepared substrate, at the below-described Project, will be free from manufacturing defects that will materially affect the products performance and will retain its ability to shed water for the lifetime of the service application to which it has been installed.

In the event there is a failure during the warranty period associated with a manufacturing defect of the TRI-BUILT® Hybrid Underlayment, TRI-BUILT shall, at its own discretion, provide the appropriate product(s) or refund the original purchase price of the defective product only to the owner listed below.

This Limited Warranty is also subject to the following additional terms and conditions:

**A. SUBMISSION:** Completed Warranty Registration Card (below) must be returned to TRI-BUILT within 30 day's after completion of job. Completed form must be mailed to: TRI-BUILT, C/O Warranty Department, P.O. Box 5449, Tampa, FL 33675.

**B. PRODUCTS & INSTALLATION:** Weather, workmanship, application method, substrate and existing conditions are all beyond TRI-BUILT'S control and are NOT covered under this warranty. All required sealants and tapes are manufactured by TRI-BUILT and installed according to TRI-BUILT® Hybrid Underlayment Specification.

**C. EFFECTIVE DATE:** This warranty shall not become effective until all bills for installation; materials and services sold in conjunction with this project are paid for in full.

**D. EXCLUSIONS FROM COVERAGE:** Damage for any reason to building contents or any part of the building itself, other than the product(s) installed, is excluded from this warranty. Among the causes of failure or damage excluded from the coverage hereof are the following:

Damage to, or failure of, the TRI-BUILT® Hybrid Underlayment caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, cyclones, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc. TRI-BUILT shall not be liable for any incidental, consequential or other damages including, but not limited to the loss of sales, profits, rent payments, inventory, equipment, valuables or other monetary losses or damages to the structure or the structures contents, even if the actions or remedies provided under this warranty do not perform their specified purpose.

1. Damage to, or failure of, the TRI-BUILT® Hybrid Underlayment caused by misuse, abuse, falling objects, tools, foot traffic, additional equipment installation, fastener holes, tears, penetrations, alterations, cuts or other holes in the TRI-BUILT® Hybrid Underlayment.
2. Damage to, or failure of, the TRI-BUILT® Hybrid Underlayment caused by clogged drains or lack of adequate drainage to promptly and readily remove water from the roof.
3. Damage to, or failure of, the TRI-BUILT® Hybrid Underlayment in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure.
4. Mold, bacterial growth or other damage caused by condensation, lack of ventilation or water or moisture entering the building, regardless of fault. This warranty also excludes the cost of any remediation or removal of hazardous materials, asbestos, mold, fungus, or any other contaminants.
5. This Warranty applies only to materials. This warranty does not include installation or labor costs, including the cost of removing or replacing primary roofing materials.

6. Color fading as the result of weathering or atmosphere conditions
7. The existing roof deck has not been inspected by TRI-BUILT and is NOT part of this warranty.
8. Components of the roof system not manufactured by TRI-BUILT.
9. Repair leaks promptly to avoid water damage, including mold growth.

**E. ENGINEERING:** TRI-BUILT does not practice Engineering or Architecture. Neither this warranty nor any review of the building's construction or inspection of roof plans or inspection of the building's structural roof deck by TRI-BUILT representatives shall constitute any warranty by TRI-BUILT of such plans, specifications and construction or in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of TRI-BUILT.

**F. NON-TRANSFERABLE:** This warranty is non transferable upon change in ownership of the building.

**G. OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE:** This Warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of the roof must be completed by the installing or approved TRI-BUILT contractor on a regular basis and is the owner's responsibility. Inspections shall take place on a semi-annual basis and shall be documented. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc., and are the owner's responsibility. Lack of regular maintenance shall void this warranty. Primary roofing materials must remain intact and covering TRI-BUILT® Hybrid Underlayment at all times. TRI-BUILT® Hybrid Underlayment cannot be left exposed. For specific information on roof maintenance requirements please visit our website at [www.apoc.com](http://www.apoc.com).

**H. SUBMISSION OF CLAIM:** If the above materials do not perform as stated, owner shall provide written notice of claim, together with Original Proof of Purchase of TRI-BUILT products within 30 days after discovery of alleged defect to: TRI-BUILT, C/O Warranty Claims Department, P.O. Box 5449, Tampa, FL 33675 (note: contract or invoice from roofer for service, product or work completed does not constitute Proof of Purchase of TRI-BUILT products. Original Proof of Purchase is required and best obtained from dealer. Copies are not accepted). Failure to so advise TRI-BUILT in a timely manner shall relieve TRI-BUILT of any obligation under this warranty. Note: Notice of claim to your contractor does not constitute notice to TRI-BUILT.

**I. SOLE AND EXCLUSIVE WARRANTY:** THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from TRI-BUILT and represents the SOLE REMEDY available to any owner. TRI-BUILT MAKES NO OTHER REPRESENTATIONS, CONDITION, GUARANTEE, OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HEREIN. TRI-BUILT WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, INCLUDING DAMAGE TO INTERIOR OR EXTERIOR OF ANY BUILDING OR CONTENTS, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

**J. MODIFICATION OF WARRANTY:** This limited warranty may not be changed or modified except in writing, signed by an officer of TRI-BUILT. No one (other than an officer of TRI-BUILT) has the authority to assume any additional liability or responsibility for TRI-BUILT in connection with the TRI-BUILT product(s) except as described in this Warranty. This Warranty gives you specific legal rights, and you may have other rights that vary from jurisdiction to jurisdiction.

### Owner Warranty Record

To be completed by owner and contractor. Keep this record with your contractor's receipt & proof of purchase for future reference. DO NOT SEND TO TRI-BUILT.

Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Address of Project, if different: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Owner's Signature: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Roof Specification#: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Area of Roof (Sq): \_\_\_\_\_ Cost of Installation: \_\_\_\_\_  
Contractor's Signature: \_\_\_\_\_

Warranty # \_\_\_\_\_

### TRI-BUILT® Hybrid Underlayment Lifetime Limited Warranty Registration Card

Owner's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Address of Project, if different: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Owner's Signature: \_\_\_\_\_

Contractor's Name: \_\_\_\_\_ Phone: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Roof Specification#: \_\_\_\_\_ Date of Completion: \_\_\_\_\_  
Area of Roof (Sq): \_\_\_\_\_ Cost of Installation: \_\_\_\_\_  
Contractor's Signature: \_\_\_\_\_

Warranty # \_\_\_\_\_

Upon completion of roof, mail this registration card to:  
TRI-BUILT, C/O Warranty Dept., P.O. Box 5449, Tampa, FL 33675  
or [warrantyforms@roofxtender.com](mailto:warrantyforms@roofxtender.com)