



## 20 YEARS RESIDENTIAL WARRANTY

### TRI-BUILT® SMOOTH HT UNDERLAYMENT

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**THE WARRANTY:** TRI-BUILT®, a Beacon Sales Acquisition Company, warrants to you, the owner of the building or structure upon which TRI-BUILT roofing membranes have been installed (hereinafter referred to as the « TRI-BUILT »), that the TRI-BUILT membranes, at time of production, were free from any manufacturing defects and, when properly installed, maintained, and cared for, will remain watertight for the full term of this warranty.

**INSTALLATION REQUIREMENTS:** The TRI-BUILT® SMOOTH HT UNDERLAYMENT is intended for use on steep slope roof assembly under asphalt shingles and metal roofing applied at slopes acceptable to said manufactures but not less than 2/12. For purposes of this warranty, a residential use includes houses, garages, car shelters, tool houses, and mobile homes.

**BENEFICIARY OF THE WARRANTY:** The owner of the building or other structure is the sole beneficiary of this warranty. This warranty, however, may be transferred to subsequent owners of the building, provided that a written notice is sent to TRI-BUILT, at the address set forth below, within thirty (30) days of a change of ownership, failing which the warranty shall automatically terminate.

**WARRANTY PERIOD:** The term of this warranty is twenty (20) years from the date of purchase of the TRI-BUILT product. It is the owner's responsibility to provide proof of purchase.

**LIABILITY OF TRI-BUILT:** When a valid claim is made under this warranty, TRI-BUILT shall, at its option, either:

- a) provide a sufficient quantity of replacement products for the owner to repair the TRI-BUILT product that is leaking, or
- b) refund owner's purchase price for the leaking TRI-BUILT products, excluding all sales taxes, as set out on the original purchase invoice.

**NOTICES AND LIMITATIONS:** THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST RESISTO.

TRI-BUILT'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED TO THE ORIGINAL SALES PRICE RECEIVED BY RESISTO FOR THE TRI-BUILT PRODUCT.

IN NO EVENT IS RESISTO LIABLE TO YOU FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

This warranty will provide the owner with a remedy when any of the subject products fail due to a manufacturing defect. Some examples of conditions and types of damage that are not covered by this warranty include:

- Regular wear, change of appearance, or variation in color or tone
- Faulty design or construction of the subject building or structure
- Insufficient ventilation of the attic
- Improper use, order, sequencing, storage or handling of materials or systems
- Installation workmanship
- The lack of required slope or inadequate drainage
- Failure of substrates or attachment
- Deficient pre-existing conditions
- Sources of water entry other than the roofing
- Incompatible materials or substances
- Inadequate care and maintenance

**HOW TO MAKE A CLAIM** : It is the homeowner's responsibility to provide to TRI-BUILT :

- a) A copy of the original contractor's or distributor's invoice for the purchase of the TRI-BUILT products;
- b) 4 different photos of the product believed to be defective.
- c) Short summary of the problem.
- d) A 16" X 16" sample of said product.

Claims shall be submitted to: RESISTO, 310 Quadral Drive, Wadsworth, OH 44281

Upon receipt of a properly documented warranty claim, TRI-BUILT will determine if a site visit is desired. If so, you will be contacted in order to coordinate arrangements. You must provide TRI-BUILT and its designees with prompt, free, safe and ready access to the roofing, and the roofing must be free of snow, ice, and any other obstructions.

Temporary, emergency repairs to stop a leak may be made at owner expense and will not void this warranty, however it is owner's responsibility to pay the cost of removing any excessive repairs. Promptly after making emergency repairs, owner is responsible for following the procedure set forth above for making a claim.

In the event that materials covered by this warranty are no longer available, TRI-BUILT reserves the right to supply other materials compatible with the works to be performed.

This warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by you that is related to this warranty, including the alleged breach of this warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Any lawsuit by you must be commenced within 1 year after the cause of action accrues.



## NOTICE OF TRANSFER OF WARRANTY

### TRI-BUILT® SMOOTH HT UNDERLAYMENT

Warranties must be transferred within 30 days of transfer of ownership of property.  
All other requirements to make a claim remain in effect.

#### **Owner at time of product application:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

#### **New property owner information:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Mail to :  
RESISTO  
310 Quadral Drive  
Wadsworth, OH 44281