



WARRANTY

Synthetic Roof Underlayment

This warranty includes limitations on its transferability.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

INTRODUCTION

Thank you for your recent purchase of TRI-BUILT® Synthetic Roof Underlayment ("TRI-BUILT® Underlayment") manufactured by Owens Corning Roofing and Asphalt, LLC ("Manufacturer"). We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, if anything in this warranty is not clear to you, please call us at 1-800-ROOFING for more information.

WHO IS COVERED

To be entitled to the benefits of this warranty (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (the property owner, not the installer or contractor) of TRI-BUILT® Underlayment.

TRANSFERABILITY OF THIS WARRANTY

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

HOW LONG ARE YOU COVERED

ALL IMPLIED WARRANTIES APPLICABLE TO THIS ROOFING PRODUCT ARE LIMITED IN DURATION TO THE WARRANTY COVERAGE PERIOD DESCRIBED HEREIN AS PROVIDED BY THIS WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

The length of the warranty period for TRI-BUILT® Underlayment depends on the product purchased. See chart at the end of this warranty for specific warranty that applies to your TRI-BUILT® Underlayment. Lifetime coverage for applicable TRI-BUILT® Underlayments applies to single-family detached homes where the owner of the roof is the resident occupying the home and remains in effect for as long as the owner owns the home.

In the instance of TRI-BUILT® MAX Premium Synthetic Roof Underlayment purchased or installed on property owned by others (for example, corporations, governmental agencies, partnerships, trusts, religious organizations, schools, condominiums, homeowners' association, or cooperative housing arrangements) or installed on any other structures (for example, apartment buildings or any other type of building or premises not used by individual homeowners as their residence), the warranty period for TRI-BUILT® MAX Premium Synthetic Roof Underlayment will be 40 years from the original installation date. See chart at the end of this warranty for specific warranty that applies to your TRI-BUILT® Underlayment product.

The Manufacturer reserves the right to arrange directly for the repair or replacement of your Products instead of compensating you directly.

WHAT IS COVERED

We warrant that this roofing product will be free from any manufacturing defects that materially affect its performance on your roof.

WHAT IS NOT COVERED

Our warranty does not cover damage to the product due to any cause not expressly covered in this warranty. After TRI-BUILT® 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 TRI-BUILT® Underlayment caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail and strong storms (e.g. hurricanes);
2. Damage to or failure of TRI-BUILT® Underlayment as a result of damage to or the failure of the underlying roofing structure;
3. Foot traffic on your roof or damage caused by objects (i.e., tree branches) falling on your roof;
4. Exposure to the elements (refer to table for specific product UV exposure limits);
5. Leaks on caused by fasteners;
6. Inadequate roof drainage or attic ventilation. If you have any questions about appropriate drainage or ventilation requirements, please contact us at 1-800-ROOFING;
7. Settlement of the structure of your property or buckling or cracking of the deck over which your TRI-BUILT® Underlayment is installed;
8. Leaks caused by pre-existing conditions, structural failures or damaged area(s) on or near the roof that are not part of the Roofing System such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots allowing water to enter the structure or Roofing System.
9. Damage to the TRI-BUILT® Underlayment caused by alterations made after completion of application, including structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or other modifications;
10. Any damage due to debris, resins or drippings from foliage;
11. Improper storage, handling or other conditions beyond our control;
12. Improper or faulty installation of TRI-BUILT® Underlayment (installation must be in accordance with the then current written installation instructions);
13. Application of TRI-BUILT® Underlayment on roof slopes less than a 2:12 pitch;
14. Re-roof over existing underlayment; and
15. Any costs that you incur which are not authorized in advance by the Manufacturer.

WHAT IS YOUR REMEDY

In the event that any portion of your TRI-BUILT® Underlayment does not retain its ability to shed water due to manufacturing defect, the Manufacturer will contribute to the cost of either repairing or replacing your TRI-BUILT® Underlayment, excluding labor, as its sole option and as its sole obligation to you. The Manufacturer reserves the right to arrange directly for the repair or replacement of your TRI-BUILT® Underlayment instead of compensating you directly.

COMPENSATION

Under the terms of this warranty on TRI-BUILT® Underlayment, the manner of compensation is at the Manufacturers sole discretion and may be arranged directly by the Manufacturer or issued in the form of cash settlement and/or material credit for to an existing supplier of TRI-BUILT® Underlayment. All costs must be pre-approved by the Manufacturer.

CLAIMS PROCESS

To make a claim under this warranty, you must do so within 30 days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of your TRI-BUILT® Underlayment samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, please call us at 1-800-ROOFING. If you repair or replace your TRI-BUILT® Synthetic Underlayment before the Manufacturer has made a determination on your claim, your claim may be denied.

NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except by a writing signed by an officer, technical leader or a licensed attorney of the Manufacturer. This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, the Manufacturer and you agree to single arbitration of all disputes and claims arising out of or relating to this warranty or TRI-BUILT® Underlayment (“Dispute”). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate (“Notice”). The Notice to the Manufacturer should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 (“Arbitration Notice Address”). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought (“Demand”). If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, a party may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, “AAA Rules”) of the American Arbitration Association (“AAA”), as modified by this warranty, and shall be administered by the AAA.

YOU AND THE MANUFACTURER HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim.

YOU AND THE MANUFACTURER MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY’S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person’s claims and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This warranty and all Disputes are governed by the United States federal laws and laws of Ohio. Subject to the “Arbitration” provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to affect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

LIMITATIONS

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM THE MANUFACTURER AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF TRI-BUILT® UNDERLAYMENT. THE MANUFACTURER MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR TRI-BUILT® UNDERLAYMENT IS FULLY DESCRIBED HEREIN. YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. THE MANUFACTURER HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE TRI-BUILT® UNDERLAYMENT.

THE MANUFACTURER IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE’S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

FOR CANADA ONLY — the terms in this warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

Type of TRI-BUILT® Product (check the appropriate box)		
PRODUCT	UV EXPOSURE	WARRANTY LENGTH
<input type="checkbox"/> TRI-BUILT® Synthetic Roof Underlayment	30 days	20 Years
<input type="checkbox"/> TRI-BUILT® MAX Premium Synthetic Roof Underlayment	180 days	Limited Lifetime

Contractor/Installer Name: _____

Date of Installation: _____

Address: _____

City, State, Zip: _____

Phone Number: _____