

## UNDERLAYMENT LIMITED MATERIAL WARRANTY

### A LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY TO PRODUCTS INSTALLED IN THE UNITED STATES (EXCLUDING HAWAII AND ALASKA). ALL PRODUCTS INSTALLED IN LOCATIONS WHERE THIS LIMITED WARRANTY DOES NOT APPLY ARE SOLD "AS IS" AND WITHOUT WARRANTY OF ANY KIND, INCLUDING ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**TERMS AND CONDITIONS** - TAG & STICK, LLC ("T&S"), warrants to the original consumer purchaser (the "Owner") that, subject to the conditions set forth herein, for a period of Twenty Five (25) years from the date of purchase (the "Term") for the T&S product identified below (the "Product"), if manufacturing defects in the Product cause the Product to lose its watertight integrity and leaks result, then subject to the conditions, exclusions and other provisions detailed below, T&S, at its sole option will replace the necessary amount of Product to resolve the defect. T&S maximum liability is limited to the original purchase price of the Product, prorated and reduced at a rate of Ten Percent (10%) for each year of service after the first fifteen (15) years from the effective date of this warranty.

This Limited Warranty does not cover any costs or expenses associated with the removal, excavation or replacement of concrete or other materials in connection with the testing, repair, removal or replacement of the Product. This Limited Warranty is applied in strict accordance with, and as part of T&S published application instructions in effect at the time of the application. This Product is sold "As-Is" and without warranty of any kind when used in any other application other than as a roofing underlayment.

**CONDITIONS TO WARRANTY COVERAGE** - This Limited Warranty is additionally specifically conditioned upon the following matters, each and all of which shall be a precondition to any of T&S's obligations hereunder:

1. **PROOF OF PURCHASE:** Claims under this Limited Warranty will require proof of purchase by the Owner within ninety (90) days **from the date of purchase**. T&S shall not be responsible for any claims without such proof of purchase. Proof of purchase must be from an authorized distributor of T&S's products.
2. **NOTIFICATION TO T&S:** Within thirty (30) days following the discovery of any manufacturing defect, the Owner must notify T&S of such defect by certified mail. Failure to timely notify T&S will void this warranty. A notice to your contractor or dealer is not notice to T&S.
3. **RIGHT OF INSPECTION:** T&S shall have a reasonable time after proper notification of a claim to inspect the Product and if T&S determines at its sole discretion there is a manufacturing defect covered by this limited warranty, T&S will evaluate the claim within a reasonable amount of time and resolve the claim within the terms of this warranty. T&S may require you to submit samples of materials for testing and/or pictures, at your own expense.
4. **COMPLIANCE WITH T&S INSTRUCTIONS, RECOMMENDATIONS AND LIMITED WARRANTY:** In no event shall T&S be liable under this Limited Warranty or otherwise unless the Product has been stored, handled, installed and maintained in compliance with T&S's application instructions, specifications and recommendations, and unless all of the terms and provisions of this Limited Warranty have been complied with. Furthermore, the product must be installed and maintained in

accordance with good roofing practices.

5. **BUILDING AND STRUCTURE PLANS:** Because T&S does not practice engineering or architecture, neither the issuance of this Limited Warranty nor any review or inspection of the building, structure, plans, specifications or construction by a T&S representative shall constitute any warranty or representation by T&S with respect to the building, structure, plans, specifications or construction or in any way constitute an extension of the terms and conditions of this limited warranty. ALL SUCH WARRANTIES AND REPRESENTATIONS ARE EXPRESSLY DISCLAIMED.
6. **NONWAIVER:** The Owner agrees that any post application inspection of the Product by T&S or its authorized representative shall not constitute a waiver of any terms, conditions, or limitations set forth in this limited warranty, including, but not limited to, the requirement that the Product be installed in full compliance with the terms and conditions set forth in T&S's most recent published application instructions, specifications and recommendations. FURTHER, THE OWNER HEREBY ACKNOWLEDGES THAT IT IS SOLELY THE OWNER'S RESPONSIBILITY TO DETERMINE THAT THE PRODUCT HAS BEEN INSTALLED IN COMPLIANCE WITH (i) ANY CONTRACT SPECIFICATIONS PROVIDED BY THE OWNER TO THE CONTRACTOR AND (ii) THE TERMS AND CONDITIONS OF THIS LIMITED WARRANTY.

**EXCLUSIONS FROM COVERAGE** - T&S shall not be liable under any circumstances for:

1. Damage to any building or structure, either interior or exterior, or any property contained therein or for injuries or damages of any kind whatsoever.
2. Leaks or damages resulting from Acts of God, including, but not limited to, lightning, flood, wind, earthquake, hurricane, tornado, hail or other violent storm or casualty or impact of objects.
3. Leaks or damages resulting from insurrection, war, riot or vandalism, exposure of the Product to ionized radiation or contamination by radioactivity from any nuclear source, or chemical attack on the Product as the result of exposure to chemicals including, but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, turpentine, oils, or organic or inorganic polar materials.
4. Inadequate drainage or leaks or damages resulting there from.
5. Structural defects or failures in the building(s) or structure(s) to which the Product is applied.
6. Building or structural expansion or additions or reductions, settling, shifting, distortion, failure or cracking of foundations or failure of other system components or leaks or damage caused or attributable to traffic or for damage attributable to alterations.
7. Leaks or damage resulting from any additional installation on or through the Product or flashing after the initial installation.
8. Repairs or alterations to the Product or other system components or leaks or damages resulting there from, after the initial installation unless done in a manner prescribed by T&S' application instructions.
9. Infiltration or condensation of moisture around or under the foundation or other system components.
10. Splitting, cracking, blistering, delamination or separation of the Product due to underlying or overlying materials.
11. Misuse or abuse of the Product, including, but not limited to negligence or failure of the Owner to provide reasonable maintenance to the Product or leaks or damages resulting there from.
12. Faulty or improper workmanship or misapplication of the Product or leaks or damages resulting there from.
13. Damages to the building or structure, its contents, foundation or other system components.
14. Damage to the Product caused by the installation of a sprinkler system, water or air conditioning equipment, radio or television

antenna, frame work for signs, water tower or other installation on the roof after the installation of the Product.

- 15. Removal, excavation, or replacement of concrete or other materials in connection with the testing, repair, removal, or replacement of the Product.
- 16. Leaks from any cause other than inherent manufacturing defect in the Product.

**ACCESS TO THE ROOF** - Owner shall provide free access to the roof and related premises to an authorized representative of T&S during the term of this warranty. The Owner shall bear any expense of removing and replacing any traffic surfaces or other appurtenances built over the roof if removal is necessary to investigate or repair any claim regarding the Product. Refusal of access shall result in the voiding of all warranties. T&S retains the right to make core extractions and properly repair such extractions. The expenses for extractions shall be borne by T&S.

**ADDITIONAL REPAIRS** - In the event repairs are required which are not covered by this warranty, T&S will advise Owner of such repairs to be made at the Owner's expense. If the required repairs are promptly made by the Owner, this warranty shall remain in effect for the unexpired portion of the original term. If Owner does not make the required repairs promptly, this warranty shall be automatically terminated without further notice from T&S.

**CANCELLATION OF WARRANTY** - This Limited Warranty shall become null and void if the submitted warranty information is incomplete and/or the following work is performed without prior written approval of T&S:

- 1. Any alterations or repairs to the roof, except as authorized by T&S in writing.
- 2. Subsequent work on or through the roof.
- 3. Changes in building usage.
- 4. Abuse, neglect, improper maintenance by the Owner or his representative.

**NO WARRANTY MODIFICATION** - This Limited Warranty may not be modified except in writing signed by T&S's President. No representative, employee, agent of T&S or any other person, other than the President of T&S, has the authority to assume for T&S any additional or other liability or responsibility in connection with the Product or this limited material warranty.

**NON-TRANSFERABILITY** - This Limited Warranty shall accrue and inure only to the benefit of the original Owner of the Product and shall not be assigned, sold or transferred in any manner whatsoever. Except where prohibited by law, any assignment, sale or transfer of this Limited Warranty or of the building to which the Product is applied shall extinguish all obligations of T&S contained herein or hereunder and all implied warranties and

conditions including warranties and conditions of merchantability and fitness for a particular purpose.

**MANDATORY BINDING ARBITRATION** - Every claim, controversy or dispute of any kind whatsoever (each an "action") between you and T&S (including any of T&S' employees and/or agents) relating to or arising out of the Product shall be resolved by final and binding arbitration, regardless of whether the action sounds in warranty, contract, statute or any other legal or equitable theory. To arbitrate an action against T&S, you must initiate the arbitration in accordance with the applicable rules of arbitration of the American Arbitration Association (which are available online at [www.adr.com](http://www.adr.com) or by calling the American Arbitration Association at 1-800-778-7879) and provide written notice to T&S by certified mail within the time period prescribed immediately below.

**GENERAL** - This warranty is governed by and shall be construed in accordance with the internal laws of Florida, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction.

**LEGAL REMEDIES** - Except whether prohibited by law, the obligation contained in this Limited Warranty is expressly in lieu of any and all other obligations, guarantees, warranties and conditions, express or implied, including any implied warranties or conditions of merchantability or fitness for a particular purpose, and of any other obligation or warranty on the part of T&S. In no event shall T&S be liable for consequential or incidental damages of any kind. Some states and provinces do not allow exclusion or limitation of implied warranties and conditions or incidental or consequential damages, so the above limitations or exclusions may not apply to you. NO action for breach of this Limited Warranty or any other action relating to or arising out of the product, its purchase or this transaction shall be brought later than one year after any cause of action had accrued. In jurisdictions where statutory claims or implied warranties and conditions cannot be excluded, all such statutory claims, implied warranties and conditions and all rights to bring actions for breach thereof expire one year (or such longer period of time if mandated by applicable laws) after the date of purchase. Some states and provinces do not allow limitations on how long implied warranties and conditions last, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights and you may also have other rights which vary from state to state. Invalidity or unenforceability of any provision herein shall not affect the validity or enforceability of any other provision, all of which shall remain in full force and effect.

Information required when applying for T&S's Limited Warranty. Email information to [warranty@tag-stick.com](mailto:warranty@tag-stick.com) or mail:

Tag & Stick, LLC  
Warranty Registration  
3771 NW 126 Avenue,  
Coral Springs, Fl. 33065

Copy of the Original Invoice from an authorized distributor is required. Material purchased from: \_\_\_\_\_

Product purchased: \_\_\_\_\_ Purchase Date \_\_\_\_\_

Owner Name \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Telephone \_\_\_\_\_

Owner's Signature \_\_\_\_\_ Owner's email \_\_\_\_\_

Contractor's Name \_\_\_\_\_ Contractor's Address \_\_\_\_\_

City, State and Zip \_\_\_\_\_ Date of Application \_\_\_\_\_