

30 Year Limited Warranty

TITANIUM™ UDL-30
30 Year Limited Warranty

InterWrap Corp (the “Seller”) warrants to the purchaser of these goods (the “Buyer”), the product TITANIUM™ UDL-30 synthetic roofing underlayment (hereafter called “product”) it manufactures, if installed strictly pursuant to Seller’s application instructions, that it will retain its ability to shed water, except as noted below, for a period of thirty (30) years from the sales invoice date (the “Warranty Period”). The above warranty does not apply if: 1. any part of the product is exposed to UV after roof cladding installation; and 2. the product has been installed and left uncovered without roof cladding for more than 180 days.

Buyer MUST give Seller written notice of any defects within 30 days from the date that the defect was discovered, along with field samples illustrating production codes, application details, and digital pictures. Seller reserves the right to reserve warranty claim judgement pending full field sample evaluation. Such notice shall be sent to Technical Services Manager, InterWrap Inc., 32923 Mission Way, Mission, BC, Canada, V2V-6E4. Seller shall, at its sole option and as Buyer’s sole remedy, repair or replace the product or refund the purchase price for that portion of the product that has been proven to be defective, within the written warranty conditions. Buyer shall pay all handling or transportation charges.

Failure to timely give Seller notice of a defect, or unauthorized repairs or alterations, or misuse or misapplication of the product makes this warranty VOID.

This warranty applies only to products purchased between the Effective Date and the date the Seller, in its sole discretion, modifies the warranty.

This warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, abusive conditions, inadequate or faulty structural design, structural defects, building alterations, natural forces such as tornados, hurricanes, earthquakes, other acts of nature, or any other cause beyond Seller’s control.

The warranties set forth herein are Seller’s sole and exclusive warranties. Seller’s liability on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from the manufacture, sale, or resale of the product shall in no case exceed the purchase price paid for the product, prorated from the date of purchase to the date of discovery of the defect. In no event shall Seller be liable for other damages or for special, incidental, punitive or consequential damages.

Seller makes no other warranties of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose.

No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. Buyer may not assign or permit any other transfer of this warranty without Seller’s consent.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

The warranty shall be covered by the laws of Washington, 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 Washington.