

TUFFDRY™ Roof Underlayment 20 YEAR LIMITED PRODUCT WARRANTY

TUFFDRY LLC assures that TUFF90 synthetic roof underlayment products will maintain its ability to shed water for a thirty (30) year period, from the Sales invoice date, provided that the installation strictly adheres to TUFFDRY installation instructions and local building codes at the time of installation and meets the specified terms, conditions, and limitations, except as outlined below.

This warranty is null and void if any part of the product is exposed at any time to UV for more than one-hundred and eighty (180) days before it is professionally covered by an industry certified shingle, slate, tile, or metal roof panel roofing material or if any part of the product remains exposed to natural or artificial ultra-violet (UV) light after the installation is completed.

Exclusions from this warranty encompass; leaks or damage resulting from exposure or water ingress due to unusually severe weather conditions, before the industry certified shingle, tile, or metal roof panel installation; penetrations (including fastener penetrations), damage to the product incurred during installation, existence of other materials or debris that may compromise the product during installation, inadequate or faulty structural roof design, structural building defects, building alterations, cracks in the structural base exceeding 1/16 inch in width at any point.

The Seller liability for any claim of any kind and of any loss or damage arising from, in connection with, or resulting from the manufacture, sale, and/or resale, of product shall not 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 the Seller be held liable for damages, and/or for special incidental, punitive or consequential damages

This warranty becomes void if the product is exposed to harmful chemicals, abused by machinery, animals, equipment, or individuals, or subjected to abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or improper installation, acts of war, radiation, harmful fumes, foreign substances in the atmosphere, floods, accidents, or any circumstances or causes other than normal wear during the conduct of regular activities.

The warranty does not cover costs or expenses associated with any resulting damage, or the removal or replacement of applied roofing materials, plywood, or other substrates or materials connected with testing, repair, removal, or replacement of TUFFDRY™. This product warranty covers the cost of the roofing underlayment product itself.

The buyer must notify TUFFDRY LLC in writing, vis US Certified mail at TUFFDRY LLC, Warranty Claims, 1718 Capitol Ave, Cheyenne Wyoming 82001, of any defects within 30 days from the discovery date, along with field samples illustrating production codes, application details, and digital pictures.

Seller reserves the right to reserve warranty claim judgment pending full field sample evaluation. Such notice shall be sent to TUFFDRY LLC, Warranty Claims, 1718 Capitol Ave, Cheyenne, WY 82001

TUFFDRY LLC shall, at its sole discretion and as the Customer's exclusive remedy, either repair, refund the purchase price, or provide a replacement for the defective portion of the TUFFDRY™ product, within the written warranty conditions. The Customer is responsible for all handling and transport costs. Any replacement or refund constitutes the limit of TUFFDRY LLC's liability or obligation for any defective material.

This Warranty applies solely to the original purchaser (Building or Home Owner) and is not transferable upon change of ownership of the building.

The warranty becomes VOID if any unauthorized repairs or alterations are performed within the warranty period, the product is damaged during the removal of shingles/tiles/other or if the Customer fails to provide notice of defects within the specified period. Failure of Buyer to give Seller proper notice of defect, and/or unauthorized repairs or alterations, and/or misuse or misapplication of product will void this warranty completely.

Seller makes no other warranties of any kind, expressed, or implied as to the warranty of merchantability or use other than the intended purpose. Seller, at its discretion, retains the right to modify this warranty.

The warranty shall be covered by the laws of the state of Wyoming, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in state of federal courts of Wyoming.

This warranty set forth is the Seller's sole and exclusive warranty.

THIS WARRANTY AND THE OBLIGATION OF TUFFDRY LLC HEREUNDER REPLACE ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING MERCHANTABILITY WARRANTIES OR FITNESS FOR ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING, CUSTOM, OR USAGE OF TRADE. TUFFDRY LLC IS NOT LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE OF TUFFDRY™ OR FOR CONSEQUENTIAL DAMAGES. NO WARRANTIES EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF.