



Titanium Lifetime Limited Warranty

InterWrap® Corp. (“InterWrap” or the “Manufacturer”) warrants to the purchaser of the Product (the “Building Owner”) that Titanium® roofing underlayment (the “Product”), if installed in strict accordance with the Manufacturer’s installation instructions, is free of manufacturing defects and will retain its ability to shed water and not deteriorate or decompose under the primary roofing material for the LIFETIME of the service application to which it has been applied, provided the terms, conditions and limitations set forth herein are met. This Warranty does not apply if (1) any part of the product is exposed to UV after roof cladding installation, and/or (2) the product has been installed and left uncovered without roof cladding for more than one hundred and eighty (180) days.

InterWrap agrees to provide either replacement product or refund the original purchase price paid for any portion of Titanium® product found to be defective.

InterWrap’s obligations are subject to the following terms, conditions and limitations:

- 1. Installation:** The job conditions, surface preparation, design and application must be in accordance with the Manufacturer’s written installation instructions and recognized industry standards and practices.
- 2. Notice:** The Building Owner shall provide InterWrap with written notice of any potential claims under this Warranty within thirty (30) days of discovery. Such notice shall be provided by e-mail, fax or mail to InterWrap’s Technical Service Department, along with field samples illustrating production codes, application details and digital pictures. InterWrap reserves the right to reserve warranty claim judgment pending a full field sample evaluation. The InterWrap Technical Service department is located at 7163 Beatty Drive Mission, BC V2V 6C4; e-mail: mtupas@interwrap.com; toll-free, 1-888-713-7663.
- 3. Remedy:** The remedy stated herein is the Building Owner’s sole and exclusive remedy for defects in or failure of the materials supplied by the Manufacturer. The Manufacturer shall have no liability for any problems caused by leaks or defects caused by the failure of the roofing contractor to apply the Product in accordance with written instructions and specifications or recognized industry standards and practices. In no event shall the Manufacturer be held liable for damages and/or for special, incidental, indirect, punitive or

consequential damages. The Manufacturer's liability on any claim of any kind for any loss or damage arising out of, in connection with or resulting from the manufacturer, sale or resale of the Product shall not exceed the original purchase price of the Product.

- 4. Sole and Exclusive Warranty:** This Warranty is exclusive and replaces all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose. No employee, agent, or representative of the Manufacturer has authority to make or give any other warranty or vary any of the terms or conditions of this Warranty. No statements made in any of the Manufacturer's brochures, pamphlets, flyers, advertisements or promotional materials of any kind constitute a warranty other than as set forth herein

- 5. Exclusions:** Any damage or loss caused in whole or in part by the following conditions are excluded from this Warranty:
 - a) Leaks caused by any penetrations (including penetrations by fasteners);
 - b) Cost of removing or replacing primary roofing materials
 - c) Leaks caused by natural forces, including but not limited to, lightning, gale-force winds, hail, hurricanes or similar natural causes; vandalism, animal abuse, fire, acts of war or civil disturbances;
 - d) Leaks caused by alteration or repair of the roof or installation of structures, fixtures or utilities on or through the roof;
 - e) Environmental fallout or overexposure to commercial industrial solvents, acids, caustic fluids, oils, waxes, gasses, absorbent clays, bleaches or plasticizers;
 - f) Failure by the Building Owner or end user of the Product to use reasonable care in maintaining the roof;
 - g) Leaks caused by excessive traffic or storage of materials on the roof;
 - h) Infiltration or condensation of moisture in, throughout, around or above the walls of the building;
 - i) Moisture that exists in the roofing system prior to the application of the Product;
 - j) Structural failure or failure of material not supplied by the Manufacturer;
 - k) Color changes or fading as the result of normal weathering or atmosphere conditions;
 - l) Defective design, construction, installation or movement of the roof deck or roof accessories, including but not limited to vents, drains, curb units or other roof components;
 - m) Damage caused by ponding water or the absence of positive drainage within the warranted roof area;
 - n) Mold growth caused by inadequate ventilation or moisture that exists in the building or that enters the building prior to or after the installation of the Product;
 - o) Cost of remediation or removal of hazardous materials, asbestos, mold, fungus, or any other contaminants;
 - p) Loss of profits or damage to business reputation; and

- q) Damage caused by severe weather conditions prior to application of primary roofing.
6. **Non-Transferrable:** This Warranty is not transferred upon change of ownership of the building.
 7. **Jurisdiction:** Any claim or dispute between the Building Owner and InterWrap arising out of this Warranty or relating to any material supplied or specifically required by InterWrap shall be resolved in the state or federal courts of Washington.
 8. **Enforceability:** 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.