



TARCO SPECIALTY PRODUCTS, INC.

Thirty Year Self-Adhesive Metal and Tile Underlayment Material Warranty

Owner's Name \_\_\_\_\_

Building Address \_\_\_\_\_

Roofing Contractor's Name \_\_\_\_\_

Roofing Contractor's Address \_\_\_\_\_

Date Product Installation Completed \_\_\_\_\_

Product Purchased From \_\_\_\_\_

Product Used \_\_\_\_\_ Number of Rolls \_\_\_\_\_

Tarco Specialty Products, Inc. (TSP) hereby warrants the LeakBarrier underlayment installed at the above address, subject to the to the following terms, conditions, limitations and exclusions, will be free from manufacturing defects which have directly caused leaks for a period of 30 years from the date of completion of the underlayment installation.

SOLE AND EXCLUSIVE REMEDY

Should TSP's roofing product be deemed defective by a TSP Technical Field Representative, TSP at its sole discretion will provide one of the following solutions: (1) repair such defects, (2) replace such defective product or (3) refund the original purchase cost of such defective product. TSP's maximum liability shall not exceed the original cost of the defective product, exclusive the installation and labor costs or costs of flashing, metal work or other materials supplied or manufactured by others. After the first ten (10) years from the effective date of this warranty, the amount will be prorated and reduced by a rate of 5% for each year, and further reduced by any cost previously incurred by TSP for the repair replacement of TSP materials under this warranty.

EXCLUSIONS FROM COVERAGE

TSP shall not be liable for leaks, damages or injuries of any type, including but not limited to damage to roof insulation, roof decks or other bases over which TSP product is applied, that arise therefrom:

- 1. Civil insurrection, war, riot or vandalism.
2. Acts of God, including but not limited to lightning, flood, strong gale, windstorm, earthquake, hurricane, tornado, hailstorm, impact of objects or other violent storm or casualty.
3. Damage or deterioration to the roof or base flashing resulting from inadequate drainage.
4. Changes in the building usage, unless approved in advance in writing by TSP
5. Erection or construction of any additional installation on or through the product after the date of installation
6. Deterioration of the product caused by infiltration or condensation of moisture around or under the roof deck, coping, walls or flashings.
7. Failure to use reasonable care in maintaining product.
8. Inferior or improper workmanship in the application of the TSP product or underlying substrates and/or base sheets. Application of the membranes must conform to the standards outlined in NRCA manual.
9. Damage caused by the use of materials not furnished by TSP.
10. 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.
11. Building expansion or additions or reductions, settling, shifting, distortion, failure or cracking of roof deck, walls or foundation of a building, or for damage caused by or attributable to alterations.
12. Structural defects or failures in the building to which the product is applied.
13. Splitting, cracking, blistering, delamination or separation of the membrane due to underlying materials (e.g. insulation).

CONDITIONS PERTAINING TO WARRANTY COVERAGE

- 1. NOTICE OF CLAIM: The owner named herein must, within thirty (30) days of discovery of any leaks believed to result from manufacturing defects, send written notification by certified mail to Tarco Specialty Products, Inc., One Information Way, Suite 225, Little Rock, AR 72202, Attn: Technical Services Dept.
2. PROOF OF PURCHASE: Warranty claims require proof of purchase.
3. COMPLIANCE WITH RECOMMENDATIONS: TSP shall not be liable under this warranty or otherwise, unless the product has been stored, handled, installed and maintained in conformance with TSP's instructions and recommendations.
4. ACCESS: The owner must allow TSP and its representatives and agents reasonable access to the roof area upon which the TSP product has been installed.

INSPECTION

TSP does not practice engineering or architecture; therefore, neither the review or inspection of the building construction, roof or roof plans by a TSP agent or representative nor the issuance of this limited warranty shall constitute an approval of such plans, specifications or construction, or in any way constitute an extension of the terms and conditions of this limited warranty.

MODIFICATIONS

No one is authorized to change, alter or modify the provisions of this limited warranty other than the President of Tarco Specialty Products, Inc.

TRANSFERABILITY

This limited warranty may be transferred during the first five (5) years following installation to a subsequent building owner subject to payment of the then current warranty inspection fee, written notification of any transfer of ownership to Tarco Specialty Products, Inc., One Information Way, Ste 225, Little Rock, AR 72202, Attn: Technical Services Department and any repairs required by TSP after an inspection of the roof is made.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, TARCO SPECIALTY PRODUCTS, INC. DISCLAIMS ANY IMPLIED WARRANTY, INCLUDING A WARRANTY OF THE MERCHANTABILITY AND A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, OR LIMITS SUCH WARRANTY TO THE DURATION AND THE EXTENT OF THE EXPRESS WARRANTY REPRESENTED BY THIS WARRANTY. TARCO SPECIALTY PRODUCTS, INC. WILL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE OR ITS CONTENTS, LOSS OF TIME OR PROFITS, OR ANY INCONVENIENCE. TARCO SPECIALTY PRODUCTS, INC. SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES (INCLUDING BUT NOT LIMITED TO DAMAGE TO THE BUILDING OR ITS CONTENTS) SHALL NOT BE RECOVERABLE EVEN IF THE REMEDIES OR THE ACTION PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. THIS WARRANTY SHALL BE GOVERNED BY THE LAWS OF THE STATE OF ARKANSAS.