

Note: This Limited Product Warranty is not effective unless properly registered with ALL WEATHER ROOFING PRODUCTS

FIVE YEAR LIMITED PRODUCT WARRANTY

_____ OWNER' NAME		_____ ADDRESS OF OWNER	
_____ NAME AND TYPE OF BUILDING		_____ ADDRESS OF BUILDING	
_____ AREA OF ROOF (SQ. FT.)	_____ FLASHING (LN. FT.)	_____ DESCRIPTION OF INSTALLATION	
_____ DATE OF PURCHASE	_____ DATE OF COMPLETION	_____ ROOFING APPLICATOR	_____ PHONE
_____ OWNER' SIGNATURE		_____ DATE	_____ ADDRESS

All Weather Self-Adhered Granule Cap **All Weather – Qualifying Materials List**

1. LIMITED PRODUCT REPLACEMENT WARRANTY: All Weather Roofing Products, a Texas corporation, subject to the terms, conditions and limitations set out below, warrants that all All Weather brand products are free from defects in factory workmanship and materials. The term of this warranty is five (5) years from the date of purchase, when used in the United States of America. **ANY APPLICABLE IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE HEREBY LIMITED IN DURATION TO THE SHORTER OF THE WARRANTY PERIOD DESCRIBED ABOVE AND THE TERM PRESCRIBED BY THE STATE WHERE THE PRODUCTS ARE SOLD.**

2. REGISTRATION INSTRUCTIONS: Your warranty may be registered by sending a signed copy of this limited warranty to All Weather Roofing Products at P.O Box 163980, Fort Worth, TX 76161. After you register your warranty, you will receive a numbered registration card that you should keep with this warranty and your proof of purchase.

3. REPORTING CLAIMS: To make a valid claim, you must submit a Notice of Claim to All Weather Roofing Products Customer Service Department within 30 days after the alleged defect is discovered (or in the exercise of reasonable care should have been discovered). The claim form must include proof of purchase (for example, a copy of your purchase receipt) and a description of the problem you are experiencing, together with photographs (preferably digital). Mail the form and attachments to All Weather Roofing Products at P.O Box 163980, Fort Worth, TX 76161. After receiving a properly documented claim, All Weather Roofing Products will promptly investigate and report its findings, conclusions, and plan of action back to you. Notice to the roofing contractor does not constitute to the Company.

4. YOUR REMEDY: If a defect covered by this warranty is confirmed, then All Weather Roofing Products will, at its option (and subject to the limitation set out below), either provide you with replacement product of like kind or refund your purchase price for the defective product reduced by twenty percent (20%) of the maximum liability during each year of this limited warranty, less any costs previously incurred by the Company for the refund or replacement during previous years. In no event shall All Weather Roofing Products be liable for a sum greater than the original cost of the material purchase price. If replacement product is provided, the original warranty will apply to the replacement product, for the balance of the term of the warranty. These remedies are your sole and exclusive remedies against All Weather Roofing Products.

5. TERMS AND CONDITIONS: All Weather Roofing Products does not have any obligation under this warranty unless ALL of the following have occurred:

- a. Within 30 days after date of product purchase, you have registered this warranty with All Weather Roofing Products (see the registration instructions set out below – there is no cost to register).
- b. You give All Weather Roofing Products written notification of your claim in a timely fashion.
- c. The product is installed and maintained in accordance with good roofing practices.
- d. You have removed all standing water, snow, ice and debris; any traffic surfaces or other overburden; as well as any structure placed upon or built over the top of the areas where the allegedly defective products are located.

6. EXCLUSIONS AND LIMITATIONS: The maximum liability of All Weather Roofing Products during the life of this warranty is limited to the original purchase price you paid for the products that are the subject of this warranty. This warranty does not cover, and All Weather Roofing Products is not responsible for any of the following:

- a. Defective installation of the products or for any labor costs, overburden removal or replacement, tear-off costs, disposal costs, equipment costs, or other costs incurred for installing or removing defective products, nor for installing replacement products.
- b. Damage caused by natural disasters, including but not limited to lightning, explosion, flood, hail, windstorm, earthquake, hurricane, tornado, microburst, or other similar catastrophic event.
- c. Damage caused by any defect, settlement, distortion, movement, displacement, or structural failure in or of the structure including walls and foundation upon which the product is applied; vandalism; improper installation of insulation or defects or failure of any material used in any non All Weather labeled roof base or insulation.
- d. Damage caused by moisture infiltration or condensation of moisture in, through or around the walls, copings, building structure or underlying or surrounding materials; defects in workmanship or design; non-All Weather materials including, but not limited to metal work, expansion or control joints, walkways, pitch pockets, flashing materials, and any roof top units and equipment; expansion or contraction of any flashing or metal work; damage from fire or other source of excessive heat; damage from deliberate or negligent acts; damage from chemical attack on the membrane as a result of exposure to chemicals, including but not limited to, aliphatic or aromatic solvents, chlorinated hydrocarbons, oils, or any other corrosive chemical; damage from infestation by animals, insects or vegetation; damage caused by or during storage or installation of the product; damage caused after installation of the product; or damage attributable to repairs or additions to or modifications of the structure to which the product is installed.
- e. Changes in usage of the building contrary to applicable structure usages over which this limited warranty coverage is extended.
- f. Damage resulting from any new installations on or through the roofing membrane or flashing or from traffic of any nature on the roof.
- g. Any repairs or other applications to the roof membrane or base flashing after the date of completion, unless performed in a manner acceptable to and approved by All Weather Roofing Products in writing in advance.
- h. Any damage occurring more than thirty (30) days after the discovery of a leak by the Owner or its agent, unless All Weather Roofing Products is notified of such leak within thirty (30) days of the discovery.
- i. Areas of roof which pond water.

IN NO EVENT SHALL ALL WEATHER ROOFING PRODUCTS BE LIABLE TO YOU FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES, including, for example, injury to or illness or death of persons, damage or destruction of property or equipment, or the presence or growth of mold, mildew or other similar substance. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

7. MODIFICATION

This warranty may only be modified in a written document signed by a corporate officer of All Weather Roofing Products.

8. NOT TRANSFERABLE

This warranty is made only to you and is not transferable or assignable in any manner. Effective as of the date of any transfer of all or any part of your interest in the building to which the products have been installed, even to an affiliate, this warranty, and all of All Weather Roofing Products obligations hereunder, shall immediately and automatically terminate.

9. CANCELLATION: CANCELLATION of this LIMITED WARRANTY WILL RESULT IF THE ROOF IS DAMAGED BY any cause listed above as **AN EXCLUSION FROM COVERAGE** so as to affect the integrity or water tightness of the roof. **THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEE AND/OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, and of any other obligations or liability on the part of ALL WEATHER ROOFING PRODUCTS** whether any claim against it is based upon **STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. In no event shall ALL WEATHER ROOFING PRODUCTS** be liable for **CONSEQUENTIAL OR INCIDENTAL DAMAGES** of any kind, including but not limited to interior damage.

10. GENERAL: This Limited Warranty shall be governed and construed in accordance with the laws of the State of Texas without regard to conflict of laws. Owner and All Weather Roofing Products agree that proper venue for legal recourse is in Dallas County in the state of Texas or the United States District Court for the Northern District of Texas.

11. SEVERABILITY: The terms of this warranty are severable so that any illegal, invalid or unenforceable provision, if feasible, shall be modified so that it becomes legal, valid and enforceable, or if not feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.

NOTE: Some states do not allow limitations on how long an implied warranty lasts or the exclusion of incidental or consequential damages so the above limitations or exclusions 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.