



## **50 Year Limited Warranty**

Rosenlew RKW Finland Ltd. (herein called “Manufacturer”) hereby warrants to the purchaser of these goods (the Buyer) the RoofTopGuard underlayment products (herein called “Product”) installed at the project address below in accordance with terms and conditions as set forth below:

Manufacturer warrants for a 50-year period commencing on the Original Installation Date stated below that the Product will retain its ability to shed water, except as noted below, if installed at the subject project strictly and in a professional way in accordance with Manufacturer's installation instructions. The above warranty does not apply if the Product has been installed and left uncovered and without roof cladding for more than six (6) months or if any part of the Product is exposed to UV after roof cladding installation. The warranty does not cover leaks or damage caused by unusually severe rainy weather conditions and water ingress due to unusually severe natural weather conditions prior to the installation of the roof cladding.

The warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, accidents, abusive conditions, improper installation methods, damage caused to the Product during installation or due to existence of other materials, inadequate or faulty structural design, structural defects, building alterations, cracks in the structural base exceeding 1/16 inch in width at any point, natural forces such as tornados, hurricanes, earthquakes, other acts of nature or any other cause beyond the control of Manufacturer.

This warranty does not cover any costs or expenses associated with the removal or replacement of applied roofing materials, plywood or other substrates or materials in connection with testing, repair, removal or replacement of the Product. Buyer must give Manufacturer written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to an authorized representative of the Manufacturer.

Manufacturer shall, at its sole option, and as Buyer's sole remedy, either repair, refund the purchase price of or provide replacement for, that portion of the Product that has been proven to be defective within the written warranty conditions. Buyer shall pay all handling and transport costs. Any such replacement or refund shall constitute the limit of Manufacturer's liability or obligation for any defective material.

This warranty shall become VOID if anyone not expressly authorized by the Manufacturer performs any repairs or alterations within the period of this warranty or if Buyer fails to give notice of defect within the period set out above.



## **Limited Warranty**

THE WARRANTY AS SET OUT ABOVE IS MADE AND EXPRESSLY GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES AND GUARANTEES EITHER EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY AND/OR FITNESS OF PRODUCT FOR PARTICULAR PURPOSE, OR ANY OTHER WARRANTY EXPRESSED OR IMPLIED AGAINST VICES OR DEFECTS, LATENT OR OTHERWISE. SOME STATES DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY MAY LAST, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. MANUFACTURER SHALL UNDER NO CIRCUMSTANCES BE LIABLE FOR ANY DAMAGES OF ANY KIND RESULTING FROM OR ARISING OUT OF, OR IN CONNECTION WITH ANY FAILURE OF THE PRODUCT OR ARISING FROM THE BREACH OF THE EXPRESS WARRANTY, INCLUDING INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR SIMILAR DAMAGES, OR LOSS OF ANTICIPATED PROFITS OR BENEFITS, OR FOR DAMAGES ARISING FROM ITS AGENTS OR EMPLOYEES, OR FOR ANY BREACH OF CONTRACT OR FOR ANY CLAIM BROUGHT AGAINST THE BUYER(S) BY ANY OTHER PARTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE. IF ANY PORTION OF THIS LIMITED WARRANTY IS HELD ILLEGAL OR UNENFORCEABLE BY REASON OF ANY LAW, SUCH PARTIAL ILLEGALITY OR UNENFORCEABILITY SHALL NOT AFFECT THE ENFORCEABILITY FOR THE REMAINDER OF THIS LIMITED WARRANTY WHICH THE BUYER(S) ACKNOWLEDGES IS AND WILL ALWAYS BE CONSTRUED TO BE LIMITED BY ITS TERMS OR AS LIMITED AS THE LAW PERMITS.

This warranty cannot be changed or altered except in writing by an authorized employee of the Manufacturer and is in lieu of any verbal agreements made by the representative of the Manufacturer. The Buyer may not assign or permit any other transfer of this warranty without the Manufacturer's consent. This warranty becomes effective only upon payment in full of the Product and after the warranty certificate has been duly signed by an authorized representative of the Manufacturer.



This warranty conforms to standards promulgated under United States Federal Law applicable to products manufactured after July 4, 1975.

Project Address: \_\_\_\_\_

Date of Installation: \_\_\_\_\_

Dealer Name: \_\_\_\_\_

Installer Name: \_\_\_\_\_

No. of Rolls: \_\_\_\_\_

Product Name: \_\_\_\_\_

Customer Name: \_\_\_\_\_