

PermaFELT™ Limited Lifetime Warranty

To the extent, in the manner and subject to the provisions hereinafter set forth, Perma “R” Products, Inc. warrants to the Customer named below that PermaFELT™ synthetic roof underlayment shall:

- 1) at time of delivery, be in accordance with the published specifications, i.e. meet the requirements of ICC-ES Report ESR 2185;
- 2) be free from material defects in components and workmanship which could affect performance;
- 3) for a limited lifetime period commencing on the Original Installation Date stated below, 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 Perma “R” Products, Inc. installation instructions.

The above warranty does not apply, if the PermaFELT™ 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 natural or artificial ultra-violet (UV) light after roof cladding installation.

The above 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 above warranty does not cover leaks or damage caused by any penetrations (including penetrations by fasteners), or damage caused to PermaFELT™ 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, The foregoing warranty shall be void and of no effect whatsoever in the event PermaFELT™ shall have been exposed to harmful chemicals, abused by machinery, animals, equipment or any persons, or exposed to excessive pressures or sources, or, in the event of defects, shall have been caused by abnormal weather conditions, acts of God, falling objects, explosions, fire, riots, civil commotion, external forces, faulty or inadequate or improper installation, acts of war, radiation, harmful fumes or foreign substances in the atmosphere, floods, accidents, or any circumstances or cause other than normal wear during the conduct of business.

The above 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 PermaFELT™.

The Customer must give Perma “R” Products, Inc. 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 Perma “R” Products.

Perma “R” Products, Inc. shall, at its sole option, and as the Customer’s sole remedy, either repair, refund the purchase price of, or provide replacement for, that portion of PermaFELT™, which has been proven to be defective within the written warranty conditions. The Customer shall pay all handling and transport costs. Any such replacement or refund shall constitute the limit of Perma “R” Products, Inc.’s liability or obligation for any defective material.

This warranty shall become VOID, if anyone not expressly authorized by Perma “R” Products, Inc. performs any repairs or alterations within the period of this warranty or if Customer fails to give notice of defect within the period set out above.

THIS WARRANTY AND THE OBLIGATION OF PERMA “R” PRODUCTS, INC. HEREUNDER IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR (WITHOUT LIMITATION) AS TO THE FITNESS FOR ANY IMPLIED WARRANTY ARISING OUT OF A COURSE OF DEALING, A CUSTOM OR USAGE OF TRADE AND PERMA “R” PRODUCTS, INC. SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE, DIRECTLY OR INDIRECTLY, ARISING FROM THE USE PERMAFELT™ OR FOR CONSEQUENTIAL DAMAGES. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THIS WARRANTY SHALL BE COVERED BY THE LAWS OF THE STATE OF MISSISSIPPI, WITHOUT REGARDS TO ITS CONFLICTS OF LAWS, PROVISIONS, AND EXCLUSIVE JURISDICTION. ANY DISPUTE ARISING FROM THIS WARRANTY SHALL BE IN THE STATE OR FEDERAL COURTS OF MISSISSIPPI.

Project Address: _____

Date of Installation: _____

Dealer name: _____

Installer name: _____

No. of rolls: _____

Product name: _____

Customer name: _____