



## 30 Year Limited Warranty

SRS Distribution Inc. and its TopShield StormGear® Synthetic Underlayment brand of roofing products are expressly warranted for a period of thirty (30) years from the date of installation against any defect due to faulty material arising from the manufacturing process. TopShield StormGear® Synthetic Underlayment will retain its ability to provide secondary moisture and weather protection only when installed strictly pursuant to SRS Distribution Inc.'s current published application instructions and installation guidelines. This warranty is exclusive to the original consumer and may not be transferred to any subsequent purchaser of your home or property. The "original consumer" is defined as the property owner, not the installer or contractor.

SRS Distribution Inc.'s line of synthetic roofing underlayments are not intended to be used as a primary waterproofing membrane. Synthetic Roofing Underlayment is not waterproof but it is water resistant and is simply designed to shed incidental water and to act as a secondary layer of protection against the weather and moisture under the primary roof cladding. In no case should this product be used as a temporary roof intended to protect property or possessions.

This warranty applies to any material failure due to the manufacturing only and does not cover, nor will SRS Distribution Inc. be liable for, any defect or damage due to misuse, improper installation or exposure to weather or other elements for more than one hundred eighty (180) days before the roof covering or other exterior cladding is applied. This warranty does not cover damages resulting from fire, lightning, tornadoes, hurricanes, earthquakes, excessive ultra-violet exposure, or other acts of nature or unforeseen causes beyond SRS Distribution Inc.'s control. This warranty will not apply if the product is installed outside of recommended slopes as outlined in the installation instructions. This warranty will not cover any damage occurring from leaks around fasteners due to the penetrations caused by fasteners. This warranty will not cover any punctures or tears caused by uneven joints of the roof deck, plywood clips, heavy traffic areas, or any other damage or protrusions occurring during the installation process. Roof must have adequate drainage and ventilation to be eligible for this warranty. This warranty does not cover damage incurred to product due to improper storage or handling of product that is outside of our control.

Owner must promptly notify SRS Distribution Inc. of any claim in writing within thirty (30) days of discovery of the defective material and provide SRS Distribution Inc. with digital pictures, field samples of product and the details of application. Please send samples to Quality Control, SRS Distribution Inc, 7740 State Hwy 121 McKinney, TX 75070. Buyer will be responsible for all freight charges involved in the claims process. In the event of such a defect as verified by SRS Distribution Inc., the liability of SRS Distribution Inc. under this warranty shall be limited to replacement of any defective material, excluding labor, or at the sole option of SRS Distribution Inc., payment in lieu of any replacement, which is not to exceed purchase price consumer paid for the product.

EXCEPT AS EXPRESSLY STATED HEREIN, ALL PRODUCTS, COMPONENTS, OR SERVICES PROVIDED BY SRS DISTRIBUTION INC. ARE PROVIDED "AS IS". SRS DISTRIBUTION INC. HEREBY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITH LIMITATION ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR USE, OR NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS, AND ALL OBLIGATIONS OR LIABILITIES ON THE PART OF THE CUSTOMER FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE, MAINTENANCE OR PERFORMANCE OF THE PRODUCTS, SERVICES OR COMPONENTS PROVIDED BY SRS DISTRIBUTION INC. (INCLUDING LIABILITY FOR NEGLIGENCE), OTHER THAN LIABILITY BASED UPON THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SRS DISTRIBUTION INC. SRS DISTRIBUTION INC. AT ITS SOLE DISCRETION, RETAINS THE RIGHT TO MODIFY THIS WARRANTY. SRS DISTRIBUTION INC.'S LIABILITY FOR ANY CLAIM OF ANY KIND SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT.

IN NO EVENT SHALL SRS DISTRIBUTION INC, BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PROXIMATE DAMAGES, WHETHER SUFFERED BY OWNER OR ANY THIRD PARTY, IRRESPECTIVE OF WHETHER SUCH CLAIMS OR ACTIONS FOR DAMAGES ARE BASED UPON CONTRACT, TORT STRICT LIABILITY OR OTHERWISE, EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM THE GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT OF SRS DISTRIBUTION INC. ANY DISPUTE ARISING FROM WARRANTY CLAIMS ON ANY PRODUCT OF SRS DISTRIBUTION INC. SHALL BE RESOLVED IN THE STATE OR FEDERAL COURTS OF OREGON.