



TopShield® Defender TU

TILE UNDERLAYMENT

30 Year Limited Warranty

Building Name _____

Building Address _____

Owner's Name _____

Owner's Address _____

Roofing/Waterproofing Products _____

Term of Warranty _____

LIMITED PRODUCT REPLACEMENT WARRANTY

RESISTO, Inc., an Ohio corporation, warrants to you, the "Owner" named above, that your RESISTO® roofing and waterproofing products, at time of production, were free from manufacturing defects. This warranty is made subject to all the terms, conditions, and limitations set forth below and on the reverse.

NOTICES

THE WARRANTY EXPRESSED IN THIS DOCUMENT SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

THE ABOVE-STATED REMEDY IS YOUR SOLE AND EXCLUSIVE REMEDY AGAINST RESISTO UNDER THIS WARRANTY.

IN NO EVENT IS RESISTO LIABLE TO YOU OR ANY OCCUPANT OF THE BUILDING FOR ANY INCIDENTAL, CONSEQUENTIAL, INDIRECT, OR OTHER SIMILAR DAMAGES.

RESISTO'S MAXIMUM LIABILITY DURING THE LIFE OF THIS WARRANTY IS LIMITED TO THE ORIGINAL PURCHASE PRICE YOU PAID FOR THE PRODUCTS THAT ARE THE SUBJECT OF THE WARRANTY.

TERMS, CONDITIONS AND LIMITATIONS

1. The RESISTO® products covered by this warranty (this "Warranty") are the roofing and waterproofing products specifically identified by number or other description on the face of this Warranty (referred to as the "roofing and waterproofing products").
2. The design and installation of the roofing and waterproofing products and all other associated components must be in accordance with applicable instructions, details, specifications, approvals, codes, laws, and regulations. All services by RESISTO related to design, construction, review of project documents or conditions, and site visits are limited in scope and do not expand the provisions of this Warranty. These services were not offered, and should not be considered, as a substitute for fulltime quality assurance, project management or professional design services.
3. Owner, or Owner's designated representative, is responsible for ensuring that the roofing and waterproofing products are properly installed and that all products used are appropriate for the purpose used.
4. This Warranty covers RESISTO roofing and waterproofing products when used in properly designed and installed roofing and waterproofing assemblies. This Warranty does not extend to the workmanship of the installing contractor, or any other cause, condition, or exposure.
5. It is Owner's responsibility to promptly notify RESISTO of its claim. Any claim submitted within 30 days of discovery will be deemed prompt.
6. RESISTO's failure to exercise or enforce any of its rights under this Warranty is not a waiver and does not preclude RESISTO from exercising the same or any other right in the future. Owner's failure to comply with any of the provisions of this Warranty applicable to it relieves RESISTO of its obligations under this Warranty.
7. This Warranty is governed by and shall be construed and enforced in accordance with the internal laws of Ohio, without giving effect to any choice of law rules that may require the application of the laws of another jurisdiction. Any lawsuit by Owner that is related to the roofing and waterproofing products or this Warranty, including the alleged breach of this Warranty, must be filed in either the Medina County, Ohio Court of Common Pleas or the U.S. District Court for the Northern District of Ohio. Owner irrevocably consents to the jurisdiction and venue of these courts.



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8. In order for Owner to bring a lawsuit against RESISTO, Owner must, as a condition precedent thereto, (a) have complied with all of the terms and conditions of this Warranty applicable to it, and (b) the lawsuit must be commenced within one (1) year after the cause of action accrues. Time is of the essence. The failure to satisfy either of these conditions precedent shall result in Owner's claims being forever barred.
9. 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 so feasible, stricken, in either case without affecting the validity or enforceability of the remaining provisions.
10. RESISTO disclaims, and Owner waives, any affirmation of fact or promise not expressly stated in this Warranty that may have been made by RESISTO or any of its employees, agents, representatives, or distributors.
11. The damages excluded by the terms of this Warranty include, but are not limited to, loss or reduction of profits, interruption of business, injury to or illness or death of people, animals or other living organisms, damage or loss caused by or attributable to indoor air quality (including, but not limited to, the presence or growth of mold, mildew or other similar substance in, on or about the roofing and waterproofing assemblies), or damage to or destruction of property, including Owner's building or any of its contents, even if RESISTO has been advised of the possibility, or even the likelihood, of any of these types of damages.
12. This Warranty is not transferable or assignable in any manner.

FOR QUESTIONS CONTACT:

RESISTO, Inc.
Warranty Department 201 Quadral Drive
Wadsworth, OH 44281-9571
Phone: (330) 334-0066
www.resisto.us