



# PS MAX HT 2.0

P&S Synthetic Roofing Underlayment

## Lifetime Limited Warranty

### LIMITED WARRANTY

SRS Distribution (the “Seller”) warrants to the purchaser of these goods (the “Building Owner”), the product TopShield PS MAX HT 2.0 Synthetic Roofing Underlayment, hereafter called “product”, if installed strictly pursuant to the Seller’s application instructions. These instructions can be found at [www.topshieldproducts.com/en/productlines/topshield/roofing-underlayment/PS-MAX-HT-2.0](http://www.topshieldproducts.com/en/productlines/topshield/roofing-underlayment/PS-MAX-HT-2.0). Warranty covers the product’s ability to shed water and not degrade under the primary roofing material, except as noted below, for the LIFETIME (maximum 50 years) of the specified use and application to which it has been applied. (This is deemed as the “Warranty Period”). The above warranty does not apply if:

1. any part of the product is exposed to UV after the asphalt shingle roofing, stone coated steel roofing, synthetic or natural slate, tile, or sloped installations of standing seam metal material has been installed; and
  2. the product has been installed and left uncovered without the final roof covering material for more than 180 days.
  3. the product is installed with non-specified fasteners where fasteners are required.
  4. the product is used for an application outside of the recommended slope of the seller’s application instructions.
- Buyer MUST give Seller written notice of any defects within 30 days from the date that the defect was discovered, along with field samples illustrating production codes, application details, and digital pictures. Seller reserves the right to reserve warranty claim judgment pending full field sample evaluation.

Such notice shall be sent to Claims Department, Continental Materials, Inc., 1614 Old York Road, Abington, PA 19001. Seller shall, at its sole option and as Buyer’s sole remedy, provide replacement product or refund the original purchase price for that portion of the product that has been proven to be defective, within the written warranty conditions. Buyer shall pay all handling or transportation charges. Failure to timely give Seller notice of a defect, or unauthorized repairs or alterations, or misuse or misapplication of the product makes this warranty VOID. This warranty does not cover leaks, damage or loss, whole or in part by the following conditions excluded from this warranty; leaks caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, abusive conditions, inadequate or faulty structural design, structural defects, building alterations, natural forces such as tornados, hurricanes, earthquakes, other acts of nature, failure by the Building Owner to use reasonable care in maintaining the roof; leaks caused by excessive traffic or storage of materials on the roof; moisture that exists in the roofing system prior to the application of the product; product color changes or fading as the result of normal weathering; damage caused by ponding water within the warranted roof area; mold growth caused by inadequate ventilation or moisture that exists in the building or that enters the building prior to or after the installation of the product; cost of remediation of hazardous materials, asbestos, mold, fungus, or any other contaminants; damage caused by severe weather conditions prior to application of primary roofing or any other cause beyond Seller’s control. The warranties set forth herein are Seller’s sole and exclusive warranties. Seller’s liability on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from the manufacture, sale, or resale of the product shall in no case exceed the purchase price paid for the product, prorated from the date of purchase to the date of discovery of the defect. In no event shall Seller be liable for other damages or for incidental, special, punitive or consequential damages including cost of removing or replacing the primary roofing materials. Seller makes no other warranties of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. Buyer cannot assign or permit any other transfer of this warranty without Seller’s consent. If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The warranty shall be covered by the laws of Pennsylvania, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the state or federal courts of Pennsylvania.