



LIMITED LIFETIME WARRANTY

Thank you for your purchase of Taylor Metal Products (TMP) **TMP Protect™ HT** underlayment. TMP offers a LIMITED LIFETIME WARRANTY to you, the original owner (not the contractor or builder), against manufacturing defects that adversely affect the performance of the product and cause leaks attributable to the TMP Protect™ HT.

“Lifetime” coverage is subject to the conditions and limitations listed below and is in effect as long as you, the original owner, maintain as your primary residence, the property where TMP Protect™ HT was installed¹.

When applied as part of a complete roofing system, TMP Protect™ HT carries a LIMITED LIFETIME WARRANTY as the underlayment under the primary roof covering. The roofing system must be applied by a state-licensed roofing contractor, and installation must follow all applicable building code requirements, established industry standards, and TMP’s or the primary roofing manufacturer’s published installation instructions. Any difference in installation instructions between TMP and the primary roofing manufacturer’s instructions must be approved by TMP.

For any portion of the TMP underlayment that does not perform as stated above, after inspection by TMP’s authorized representative and a positive determination of material defect, TMP will either reimburse the original purchase price or provide replacement materials of equal quality and value. TMP reserves the right to repair or replace TMP Protect™ HT instead of reimbursing the owner for the underlayment. The remedy under this warranty is available only for that portion of your TMP underlayment exhibiting defects. The replacement TMP underlayment, as well as any remaining original TMP underlayment, will be warrantied only for the remainder of the original warranty period.

For a TMP underlayment installed more than 10 years, replacement shall be prorated based upon the number of months the underlayment has been installed on the roof.

TRANSFERABILITY

This warranty is not TRANSFERABLE OR ASSIGNABLE by contract or operation of law, either directly or indirectly.

EXCLUSIONS

This warranty covers only manufacturing defects in TMP products which result in leaks. This warranty covers TMP Protect™ HT sold and installed in the U.S. and Canada. It does not cover other products such as roof covering, flashing and metal work or damage to products attributable in whole or in part to other causes including, but not limited to:

1. Improper installation not in accordance with TMP installation instructions, the instructions of the primary roof covering manufacturer, building code and local amendments, and established industry standards and practices
2. Leaks caused by the application of fasteners, including installation of the primary roof covering and rooftop appurtenances
3. Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards
4. Improper storage or handling
5. Inordinate traffic on or over the roof prior to application of the primary roof covering
6. Exposure to the weather if uncovered for more than six (6) months prior to application of the primary roof covering
7. Defects in, or failure of the primary roof covering, flashing or metal work, under which TMP products are applied
8. Equipment installations, structural changes or other alterations to the roof after application of TMP products, including painting or the application of cleaning solutions, coatings or other modifications
9. Settlement or distortion, failure or cracking of the roof decks, walls or foundation of the building
10. Impacts of foreign objects
11. Violent or unusual weather conditions such as tornadoes, hailstorms, high winds, floods and other extreme forces of nature, Acts of God, etc.
12. Fire, acts of vandalism, and other, similar occurrences
13. Replacement of the original roof covering
14. Any costs you incur which are not authorized in advance by TMP

¹ Should this situation change and the property no longer the owner’s primary residence, the terms of the warranty will revert to terms in our 10-Year Limited Warranty and prorated based upon the amount of time TMP Protect™ HT has been on the roof.

CLAIMS PROCEDURE

1. Warranty claims shall be made in writing by certified or registered mail to the address below and accompanied by proof of purchase. Warranty claims must be made within 30 days of discovery and prior to any repairs being made.

Taylor Metal Products

4566 Ridge Drive NE

Salem, OR. 97301

800-574-1388 or 503-581-8338

2. TMP will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof. Any repairs made prior to or during the investigation period without TMP's prior written approval, will be at the owner's expense.
3. TMP may require the owner to send us, at their expense, photographs and/or samples of the underlayment for testing.
4. After verification the underlayment is defective, TMP will perform its obligations under these warranties within forty-five (45) days of receipt of notice, unless performance is delayed by circumstances beyond TMP's control. Any cost in excess of the prorated adjustment will be the owner's responsibility

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS THE ONLY EXPRESS AND/OR IMPLIED WARRANTY MADE BY TMP IN CONNECTION WITH THE SALE OF ITS PRODUCTS. NO REPRESENTATIVE OF TMP OR ANY OTHER PERSON HAS ANY AUTHORITY WHATSOEVER TO ACCEPT FROM OR FOR TMP, ANY ADDITIONAL OR DIFFERENT LIABILITY OR RESPONSIBILITY FOR TMP PRODUCTS. TMP SHALL NOT BE LIABLE FOR DAMAGE TO ANY BUILDING OR

CONTENTS OR INJURY TO PERSONS OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY OR ANY OTHER WARRANTY OR CONDITION, IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES AND PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES AND PROVINCES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS; THERE MAY BE OTHER RIGHTS THAT VARY STATE TO STATE AND PROVINCE TO PROVINCE.

THE PARTIES AGREE THAT ANY CONDITION OR CLAIMS RELATING TO THIS WARRANTY SHALL BE FIRST SUBMITTED TO MEDIATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION AND MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR). NO COURT OR OTHER TRIBUNAL SHALL HAVE JURISDICTION UNTIL THE ARBITRATION IS COMPLETED.

WARRANTY REGISTRATION

Registration of the warranty is not required to receive full stated coverage of the warranty for your product but is recommended. If you choose to register your underlayment installation, complete the online *TMP Protect™ HT Limited Lifetime Warranty* registration form by visiting www.taylormetal.com

The owner should retain all documents and proof of purchase of TMP products for submission to TMP for validation of claims.

Thank you for choosing Taylor Metal Products.



Call weekdays 8:00 am to 5:00 pm Pacific Time
800-574-1388 or 503-581-8338

www.taylormetal.com