

PRO-MASTER
ROOF SHIELD UDL & UDL PLUS™ LIMITED WARRANTY

LIMITED WARRANTY: BERGER (herein called "the Seller") hereby warrants to the purchaser of these goods only (the structure Owner of record at date of installation) the performance of Pro-Master Roof Shield UDL™ and UDL Plus™ (herein called "the Product") when properly installed on the roof location of the owner in compliance with the Seller's installation guidelines and instructions. Seller warrants the product will perform as a synthetic roof underlayment when covered by a primary roof material and provide exterior surface water-shedding capability for a twenty-five (25) year period beginning on the date of installation, in accordance with terms and conditions as set forth below.

EXCLUSIONS FROM COVERAGE:

BERGER and/or its parent companies and affiliated companies, will not be liable for water infiltration of the underlayment that results in leaks to the roof structure, damages or injuries of any type, including, but not limited to or attributable to the following causes:

- 1.) Direct or indirect damage to the roof materials caused by natural disasters or other Acts of God including but not limited to, hailstorms, lightning, fire, windstorms and cyclonic action, earthquakes, floods, severe snow and ice loads, windborne debris, falling objects and other acts of nature beyond the control of the seller.
- 2.) Damage or costs due to improper ventilation of the structure and roof resulting in moisture, condensation and related organisms such as molds and/or fungi. Injuries of any type to any structure occupants as the result of health hazards that are caused by improper ventilation, mold or fungus.
- 3.) Damage caused by severe or unusual weather conditions to the product prior to the application of the code approved primary roof covering and use of the product as a primary roof covering
- 4.) Damage resulting from exposure of the underlayment without a code approved primary roof covering for more than one (1) year after the installation date and/or failure to comply with prolonged exposure installation instructions regarding lap sealing and nailing. See installation step 6.
- 5.) Water leakage and resultant damage caused by the failure of any other product used in conjunction with the product. Damage resulting from accumulated water in any form caused by improper drainage of the roof and/or lack of positive drainage. Damage due to negligence of the purchaser to maintain the roof components.
- 6.) Leaks or damage resulting from roof penetrations (including penetrations by fasteners) or caused by vandalism, accidental action, riots, illegal action, abusive conditions, insects or animals, improper installation of fasteners, impact of foreign objects, roof traffic, materials stored on the roof, improper flashings or failure of vents, abutments, roof mounted devices and the workmanship of the applicator.
- 7.) Damage resulting from structural faults including but not limited to use of improper materials, improper installation of materials, deficient design, building alterations, structural movement, structural cracks exceeding 1/16" in width at any point. Damage or defect caused by any chemical action or environment not compatible with and/or exceeding the product properties of polypropylene polymer coated fabrics.

LIMITATIONS OF LIABILITY:

BERGER shall, at its sole option and as the original purchaser's sole remedy, provide replacement equivalent product to the original purchaser for a period of up to twenty-five (25) years if the product fails to shed exterior water as the result of product defect and not as a result of one of the reasons more fully described above. Replacement will be limited to the portion of the non-conforming product with the same amount of equal product or refund of the original cost of the non-conforming product. The replacement material will be warranted for the remainder of the original warranty. This warranty does not cover any costs or expense for removal and disposal of any building material, removal and repair labor damages associated with the use of this product. **IN NO EVENT SHALL BERGER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, REGARDLESS OF WHETHER BERGER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. BERGER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Under the Magnuson-Moss Act, some limitations on Implied warranties may not be permitted. However, under any circumstances, **ANY IMPLIED WARRANTY AVAILABLE TO YOU SHALL NOT LAST LONGER THAN THE DURATION OF THIS LIMITED WARRANTY.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This warranty gives you specific legal rights, and you may also have other rights that vary from state to state. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty cannot be changed or altered except in writing authorized by an officer of BERGER.

NOTICE OF CLAIM:

The purchaser must notify BERGER within thirty (30) days of the alleged defect with written notice of the claim, including purchaser name, address and phone number, proof of product purchased, date of installation, distributor and roofing contractor names and phone numbers, and defect claimed. Evidence of the claim may require photographs and samples of the material defect claimed be made at your expense. Claims and evidence should be directed at your expense to BERGER, c/o Customer Service Claims Dept, 805 Pennsylvania Blvd, Feasterville, PA 19053. Purchaser agrees that BERGER or its agents may have free access as required to investigate, examine, and inspect the claim. BERGER will evaluate and resolve the claim in accordance with the terms of this warranty within thirty (30) days. Notice to any other party in writing, or verbally, or failure to comply with the aforementioned procedure will not constitute notice of a defect claim under this warranty. BERGER reserves the right to modify and improve the product quality without notice to the seller as part of our product development and testing, therefore the product originally purchased may be substituted with another equal or better product without regard to color, texture, or exact appearance.

This warranty is effective on product installed after April 1, 2005



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