

SHARKSKIN ULTRA™ LIMITED WARRANTY

- Limited Warranty**— Kirsch Building Products, LLC (“Kirsch”) warrants to the purchaser (the “Buyer”) that: (1) Sharkskin Ultra™ underlayment will not allow water to penetrate any roofing substrate to which it is applied due to decomposition beneath the primary roof covering under which it is installed for a period of fifty (50) years for Sharkskin Ultra™ from the date of original installation; (2) provided the underlayment is installed in accordance with Kirsch’s specific installation instructions or specifications applicable to Sharkskin Ultra™, and all applicable local, regional and state building codes; and (3) after application to roof substrate (wood, metal or concrete), Sharkskin Ultra™ underlayment will not materially deteriorate from exposure to sunlight for a period of one (1) year before being covered by the primary roof covering; (4) The above warranty shall be void if any part of Sharkskin Ultra™ is exposed to ultraviolet radiation after roof tile installation; or Sharkskin Ultra™ has been installed and left uncovered without roof tile installation for more than 1 year.
- Unintended Uses Not Covered**—This Limited Warranty assumes the underlayment has been used for its intended application. In the case of Sharkskin Ultra™, the intended application is as a roofing underlayment beneath (A) concrete or clay roof tiles (roof tile). Tile roofing must be installed per The Tile Roof Institute’s technical manuals, including but not limited to “Concrete and Clay Tile Design Criteria for Cold and Snow Regions,” and “Concrete and Clay Installation for Moderate Climate Regions 2000, and FRSA/Tile Roof Institute Concrete and Clay Roof Tile Manual” for the installation of concrete and clay roof tiles, (B) metal cladding and roofing (metal roofing). Metal roofing must be installed per “The Metal Cladding and Roofing Manufacturers Association”, “Metal Roofing Alliance” and metal roofing manufactures installation and technical manual, (C) real and synthetic slate (slate roofing). Slate roofing must be installed per “The Slate Roofing Contractors Association of North America”, “National Slate Association” and slate roofing manufactures installation and technical manual, (D) asphalt fiberglass shingles (shingles). Shingles must be installed per ARMA Technical Bulletins and per shingle manufactures installation and technical manual . This Limited Warranty does not apply if Sharkskin Ultra™ is used in any other application. This Limited Warranty does not apply if Sharkskin Ultra™ is used in any other application.
- Exclusions From Coverage**— This warranty does not cover (1) damage to Sharkskin Ultra™ underlayment or the underlying building or structure caused during installation, including damage from foot traffic or falling objects;(2) damage to Sharkskin Ultra™ underlayment or the underlying building structure caused by hurricanes, tornadoes, earthquakes or the acts of God; or (3) damage to Sharkskin Ultra™ underlayment or the underlying building or structure cause by defects in the roofing substrate, inadequate or defective or substandard workmanship during installation; (4) inadequate or faulty structural design, structural defects, or alterations to the roof after initial installation of Sharkskin Ultra™; (5) infiltration of moisture causing condensation damage below or under Sharkskin Ultra™ emanating from beneath the substructure; (6) damage from penetrations including fastener penetrations, tears, insect or animal damage; (7) damage caused by severe weather conditions prior to roof tile, metal roofing, slate roofing, shingle installation; (8) chemical damage or defects. Kirsch reserves the right to stop selling or change any of its products, without notice and shall not be liable as a result. The enumeration in this Paragraph of these specific exclusions shall not be deemed to expand the scope of the limited warranty given herein, as described in Paragraph 1, above.
- Notice Requirement**— Purchaser (Buyer) must give written notice of any damage covered by this warranty to Kirsch within the thirty (30) days from the date of discovery of the damage. Such notice must be sent to Kirsch at the following address: Kirsch Building Products, LLC, 1464 Madera Street, Simi Valley, CA 93065 or at such other address as Kirsch may hereafter designate on Kirsch’s website: www.sharskin.us. Failure to give Kirsch such notice makes this warranty unenforceable as to that specific damage.
- Exclusive Warranty**—The warranty described above is given in lieu of all other warranties, express or implied. No employee, agent, or representative of Kirsch has the authority to make or give any other warranty or vary any of the terms or conditions of the above-described pamphlets warranty. No statements or representations made in any of Kirsch’s brochures, pamphlets, flyers, advertisements, or other promotional materials of any kind constitute a warranty. Other than as set forth herein, Kirsch makes no warranties of any kind, express or implied, including without limitation, any warranty of merchantability of fitness for particular purpose. All such warranties are hereby disclaimed.
- Limitations of Liability**—Kirsch’s sole liability for defects in or damage caused by failure of Sharkskin™ underlayment to comply with the standards set forth above or to perform as warranted herein is limited to the purchase price of allegedly defective underlayment and Kirsch shall, at its sole option either: (1) repair the allegedly defective underlayment, (2) replace the allegedly defective underlayment, or (3) refund the purchase price of the allegedly defective underlayment. In no event shall Kirsch be responsible to any person or entity for any incidental or consequential damages, including without limitation: (1) the cost of removing or replacing roofing substrate or covering; (2) the cost of testing; (3) the cost of repairing, cleaning, or repainting any structure or building to which Sharkskin™ underlayment has been applied; (4) the cost of repairing, cleaning, or replacing any contents of any structure or building to which Sharkskin™ underlayment has been applied; (5) the cost of remediation of mold, fungus, or any other contaminant; (6) any alleged diminution in value of any building or structure to which Sharkskin™ underlayment has been applied; (7) lost profits, including future or anticipated lost profits; or (8) damage to reputation, including business reputation.