



TAK MATERIALS LLC
Seattle, WA 98118

TAK Materials, LLC (TAK) Underlayment Warranty

WARRANTY AND EXCLUSIONS

TAK provides a 30-year transferable Limited Warranty (the “Warranty”) for Defender, Grip Seal, and Bullseye underlayments (the “Underlayments”). **LIMITATIONS ON TRANSFERABILITY EXIST AS PROVIDED HEREIN.**

TAK warrants that the Underlayments will be free from manufacturing defects which materially affect their performance on your roof.

There are no warranties which extend beyond the description on the face hereof. All additional warranties, implied or otherwise, including without limitation the implied warranty of merchantability, are disclaimed. This Warranty is the only warranty relating to the Underlayments and this Warranty provides your sole and exclusive remedy for any claims relating to the Underlayments and TAK is not liable for any consequential, special, punitive or other damages.

The Underlayments must be installed per TAK Installation Instructions (available at your dealer or at www.takmaterials.com). **Failure to install in strict adherence to TAK Installation Instructions voids this Warranty.**

In addition, the following non-exhaustive list provides examples of causes for product failure and/or leaks not covered by this warranty, or incidents which shall void this Warranty:

1. New or preexisting damage to the underlying roofing structure;
2. Exposure to UV exceeding product limits;
3. Exposure to substances that may degrade the underlayment materials;
4. Leaks due to non-specified fasteners (including fasteners used for roofing system installation) or improper use of fasteners;
5. Roofing system or building design issues contributing to leaks or other failures, including inadequate drainage, ventilation or flashing;
6. Any existing or preexisting conditions that can be reasonably understood to cause leaks or failures.



7. Any damage to the underlayment during or after the installation caused by accident, foot traffic, stored materials on underlayment, gale force winds or higher, lightning, fire, falling branches, etc. or other Force Majeure events or acts of God;
8. Installation of underlayment not in accordance with instructions.

CLAIM PROCESS

In case of a warranty claim, TAK must be notified in writing sent via certified mail to TAK at 9099 Seward Park Ave S #3 Seattle, WA 98118 within 30 days of discovery of issue. TAK may request additional information or access to the job site in order to evaluate conditions. Failure to notify TAK within 30 days of discovery, or failure to provide TAK with requested information, or failure to provide TAK job site access for inspection may result in denial of claim. TAK is not responsible for and this Warranty expressly excludes any costs incurred prior to timely notification and approved claim. In no case will TAK compensate for labor costs incurred during replacement or repair, and such costs are expressly excluded. In case of an approved claim, TAK will provide, at its sole discretion, either replacement TAK underlayment, or an equal cash settlement, to compensate for the amount of underlayment found to be defective.

DISPUTE RESOLUTION AND ARBITRATION AGREEMENT

Dispute resolution: Any disputes arising from or related to this Warranty, including without limitation and disputes regarding product liability, are governed by the laws of the state of Washington. Venue and jurisdiction of any lawsuit involving this Agreement shall exist exclusively in King County, Washington.

Any claims or causes of action arising from or related to this Warranty and the subject matter thereof must be brought within one (1) year of discovery of the alleged claim, or such claim is waived and time-barred.

Any disputes arising from or related to this Warranty and the subject matter thereof, including product liability claims, are subject to and shall be submitted to binding arbitration before Washington Arbitration and Mediation Service in Seattle, Washington, which shall be the sole venue and forum for any such dispute. Each party shall bear its own costs and fees. **BY ACCEPTING THIS PRODUCT, YOU KNOWINGLY AND VOLUNTARILY WAIVE YOUR RIGHT TO A JURY TRIAL AND WAIVE YOUR RIGHT TO PARTICIPATE AS A CLASS MEMBER OR CLASS REPRESENTATIVE IN ANY LEGAL PROCEEDING RELATING TO THE UNDERLAYMENTS.**

WARRANTY TRANSFER LIMITATIONS

This Warranty is transferrable solely according to the terms herein. This Warranty may only be transferred within twelve (12) months of the original date of purchase of the Underlayments. This Warranty may be transferred solely to a subsequent purchaser of the building on which the Underlayments were installed. This Warranty may only be transferred once. This Warranty may only be transferred once and any subsequent purported transfer, or any purported transfer beyond twelve (12) months of the original purchase date shall be



void and of no force and effect. Such transfer must be requested in writing and approved in writing signed by TAK or such transfer shall be void and of no force and effect and TAK shall have no liability for any warranty claims. To request a transfer of warranty, provide the address of the property on which the Underlayment was installed, proof of purchase, and name of transferee by email to info@takmaterials.com.

SEVERABILITY AND MODIFICATION

Any provision herein found to be unenforceable shall be severed from this agreement and the remainder shall be in full force and effect. This Warranty may not be modified except in writing signed by an officer of TAK and the original purchaser.

ACCEPTANCE OF TERMS

This Warranty and the limitations and terms set forth herein are incorporated into the purchase of the Underlayments. By purchasing and accepting the Underlayments, purchaser accepts all foregoing terms, including without limitation the dispute resolution provisions herein.