



EPILAY® EPISTIK™ ICE & WATER **Synthetic Roofing Underlayment** **Limited Lifetime Warranty**



Epilay Inc. (Seller) warrants to the purchaser (Buyer), Epilay® Ice & Water Synthetic Roofing Underlayment it manufactures, that the product will meet all properties and specifications as per the seller's technical data sheet for the said product.

If installed strictly pursuant to Seller's application instructions, it will retain its ability to shed water, and not deteriorate except as noted below, for LIFETIME of the service application from the sales invoice date (the "Warranty Period"). The above warranty does not apply if: 1. any part of the product is exposed to UV after roof cladding installation; and 2. the product has been installed and left uncovered without roof cladding for more than 90 days from the Invoice date (Warranty Period). The warranty is null and void if: 1. any part of the product is exposed to UV for more than 90 days from the date of the Invoice.

Buyer must give Seller written notice of any defects, via U.S. certified mail, within 30 days from the date that the defect was discovered, along with samples illustrating production codes, and digital pictures.

Seller reserves the right to reserve warranty claim judgment pending full field sample evaluation. Such notice shall be sent to Epilay Inc. 21175 S. Main St. Unit C Carson CA 90745.

Seller shall, at its sole option and as Buyers sole remedy, replace product or refund the purchase price for that portion of the product that has proven defective, within the written warranty conditions. Buyer shall be responsible for all handling and transportation charges.

Seller does not guarantee any particular application of the product and it is the buyer's responsibility to ascertain before using the product that the said product is suitable for the application that it is being used for.

Failure of Buyer to give Seller proper notice of a defect, and/or unauthorized use of the product without Seller's written consent void this warranty completely.

Seller, at its discretion, retains the right to modify this warranty.

Exclusions: Any damage or loss caused in whole or in part by the following conditions are excluded from this Warranty:



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Leaks caused by any penetrations (including penetrations by fasteners if not as per installation instructions);
Cost of removing or replacing primary roofing materials
Leaks caused by natural forces, including but not limited to, lightning, gale-force winds, hail, hurricanes or similar natural causes; vandalism, animal abuse, fire, acts of war or civil disturbances;
Leaks caused by alteration or repair of the roof or installation of structures, fixtures or utilities on or through the roof;
Environmental fallout or overexposure to commercial industrial solvents, acids, caustic fluids, oils, waxes, gasses, absorbent clays, bleaches or plasticizers;
Failure by the Building Owner or end user of the Product to use reasonable care in maintaining the roof;
Leaks caused by excessive traffic or storage of materials on the roof;
Infiltration or condensation of moisture in, through, around or above the walls of the building;
Moisture that exists in the roofing system prior to the application of the Product;

This warranty set forth is the Seller's sole and exclusive warranty. The Seller's liability for any claim of any kind and of any loss or damage arising from, in connection with, or resulting from the manufacture, sale, and/or resale of product shall not exceed the purchase price paid for the product. In no event shall the Seller be held liable for damages, and/or for special incidental, punitive or consequential damages.

No part of this warranty shall be changed or cancelled except in writing as signed by the Seller and Buyer. Buyer may not assign or transfer this warranty without Seller's written consent.

The warranty shall be covered by the laws of the state of California without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in state or federal courts of California.

