

TRI-SHIELD

SYNTHETIC UNDERLAYMENT LIMITED WARRANTY



Tri-State Forest Products Inc. ("Tri-State") warrants, to the original purchaser, roofing underlayment products classified as Tri-Shield, Tri-Shield Plus & Tri-Shield Premium ("Products"), solely as set forth in the 25 year limited warranty provided for the Product by Super House Inc. ("Supplier"), a copy of which is provided herewith, assuming normal and proper use, storage, and operating conditions. For warranty to be valid, retail purchase must have been made 12/1/19 or after. If the Product was purchased before this date please refer to our old Product warranty. Tri-State will use good faith efforts to work with purchaser to enforce all warranty rights available from Supplier within 25 years from the date of shipment to the original purchaser.

This limited warranty shall be void in the event of:

- ◆ Improper, negligent, or abusive use or other misuse of the Product not intended or authorized in writing by the manufacturer or Tri-State.
- ◆ Alteration or unauthorized repairs to Product which, in Tri-State's sole judgement, would affect the performance, safety or reliability of the Product.
- ◆ Failure to give notice, in writing, to Tri-State of the defect within ten (10) days of discovery of the defect.

The purchaser will take complete responsibility for the installation of the Products and will abide by all national and local codes and laws (codes and laws may vary in geographical location). Tri-State may render advice, recommendations or opinions as to the application, installation or operation of its products, but such advice, recommendations or opinions shall be at the purchaser's own risk and shall not give rise to liability based upon reliance on such advice, recommendations or opinions rendered by Tri-State.

SUBMISSION:

Submit all warranty claims in writing within ten (10) days of the defect discovery. Include a brief description and photographic evidence of the damaged area, a copy of the dated sales receipt or invoice and evidence of installation date, to:

Tri-State Forest Products

RE: Tri-Shield Warranty

2105 Sheridan Ave.

Springfield, OH 45505

Phone: (937) 323-6325 / Fax: (937) 323-6888 or email to tsfpi@tsfpi.com with subject line "Tri-Shield Warranty"

For more information, contact your local Tri-State sales representative.

TRI-STATE'S LIABILITY:

To the maximum extent permitted under applicable law, in no event or under any circumstances shall Tri-State be liable for special, indirect, consequential or incidental damages or for lost profits of purchaser. Tri-State's sole liability for any breach hereunder is as stated under the terms of the warranties set forth herein. In any event, Tri-State's liabilities in connection with this order, whether in contract, in tort, under any warranty or otherwise, shall not exceed the total purchase price of the Products that are the subject of the warranty claim. If any clause, or portion of a clause, in this limited warranty is considered invalid under the rule of law, it shall be regarded as stricken while the remainder of this limited warranty shall continue to be in full effect.

GOVERNING LAW:

The right and the duties of the parties regarding the Products shall be governed by the laws of the State of Ohio. However, this warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

DISCLAIMER: TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, THE WARRANTIES CONTAINED HEREIN ARE MADE EXPRESSLY IN LIEU OF ANY AND ALL OTHER WARRANTIES EXPRESSED OR IMPLIED AT LAW OR OTHERWISE. TRI-STATE DOES NOT WARRANT THAT THE GOODS ARE MERCHANTABILITY OR FIT FOR ANY PARTICULAR PURPOSE EXCEPT AS EXPRESSLY PROVIDED HEREIN.