

## WARRANTY

Lewis Trading Corporation (the "Seller") warrants to the purchaser of these goods (the "Buyer"), the product "LTC Quality Plus<sup>®</sup> D90" Synthetic Roofing Underlayment, and hereafter called "product", if installed strictly pursuant to the Seller's application instructions. We warrant that this roofing product will be free from any manufacturing defects that materially affect its performance on your roof.

The product installation instructions can be found at [www.LTCQP.com](http://www.LTCQP.com). This warranty covers the products ability to shed water and not degrade, except as noted below, for a period of thirty (30) years from the sales invoice date or the product manufactured date printed on the product. (the "Warranty Period").

To be entitled to the benefits of this warranty:

1. Your property must be located in the United States or Canada
2. You must be the original consumer purchaser (the property owner, not the installer or contractor) of LTC Quality Plus<sup>®</sup> D90' Underlayment.

The above warranty does not apply if:

1. Any part of the product is exposed to UV after the asphalt shingle roofing, stone coated steel roofing or sloped installations of standing seam metal material has been installed.
2. The product has been installed and left uncovered without the final roof covering material for more than 90 days.
3. The product is installed with non-specified fasteners such as staples.
4. The product is used for an application outside of the recommended slope and scope the seller's application instructions.

Our warranty does not cover damage to the product due to any cause not expressly covered in this warranty. After our "LTC Quality Plus<sup>®</sup> D90" Underlayment leaves the manufacturing facility, it is subjected to conditions and handling beyond our control that could affect its performance. This warranty does not cover any problems with non-defective "LTC Quality Plus<sup>®</sup> D90" Underlayment caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, such as hail and strong storms (e.g., hurricanes, tornados), earthquakes and alike.
2. Damage to or failure of "LTC Quality Plus<sup>®</sup> D90" Underlayment as a result of damage to or the failure of the underlying roofing structure.
3. Foot traffic on your roof or damage caused by objects (i.e., tree branches) falling on your roof.
4. Exposure to the elements i.e., the maximum number of days that the product may be exposed prior to roofing application.
5. Leaks on Quality Plus<sup>®</sup> D90 Synthetic underlayment caused by fasteners.
6. Inadequate roof drainage or attic ventilation. If you have any questions about appropriate drainage or ventilation requirements, please contact us at (1) 866 455 2566.
7. Settlement of the structure of your property or buckling or cracking of the deck over which your "LTC Quality Plus<sup>®</sup> D90" Underlayment is installed.
8. Leaks caused by pre-existing conditions, structural failures or damaged area(s) on or near the roof that are not part of the Roofing System, such as chimneys that have loose or cracked mortar, skylight seams, or soil pipe boots allowing water to enter the structure or Roofing System.
9. Damage to the "LTC Quality Plus<sup>®</sup> D90" Underlayment caused by alterations made after completion of application, including structural changes, equipment installation, power washing, painting, or the application of cleaning solutions, coatings, or other modifications.
10. Any damage due to debris, resins or drippings from foliage.
11. Improper storage, handling or other conditions beyond our control.

## WARRANTY continued

12. Damages caused by any repair during installation or after installation.
13. Improper or faulty installation of "LTC Quality Plus® D90" Underlayment (installation must be in accordance with the then current written installation instructions).
14. Application of "LTC Quality Plus® D90" Underlayment on roof slopes less than a 2:12 pitch.
15. Re-roof over existing underlayment.
16. This warranty does not cover leaks, damage or loss, whole or in part by the following conditions excluded from this warranty; leaks caused by any penetrations (including penetrations by fasteners), or by animals, vandalism, abusive conditions, inadequate or faulty structural design, structural defects, building alterations.

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 their purchase Invoice details and 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 Lewis Trading Corporation 6231 VIA VENETIA N DELRAY BEACH, FL 33484, USA  
Seller shall, at its sole option and as Buyer's sole remedy, provide replacement product or refund the original purchase price for that portion of the product that has been proven to be defective, within the written warranty conditions. Buyer shall pay all handling or transportation charges. Failure to timely give Seller notice of a defect, or unauthorized repairs or alterations, or misuse or misapplication of the product makes this warranty VOID. The warranties set forth herein are Seller's sole and exclusive warranties. Seller's liability on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from the manufacture, sale, or resale of the product shall in no case exceed the purchase price paid for the product, prorated from the date of purchase to the date of discovery of the defect and shall be limited to the quantum of material that has defect. In no event shall Seller be liable for other damages or for incidental, special, punitive or consequential damages including cost of removing or replacing the primary roofing materials.

Seller makes no other warranties of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. This warranty is personal to you and may not be transferred to any subsequent purchaser of your home. Buyer cannot assign or permit any other transfer of this warranty without Seller's consent. If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The warranty shall be covered by the laws of the State of Florida, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the state or federal courts of the United States.

## NOTICE

**We do not warrant installed LTC Quality Plus® D90 to be leakproof, any more than nailed and unflashed EPDM or TPO would be considered leakproof for low slope or flat roofing. LTC Quality Plus® D90 is only the first step in the roofing process, and by itself should not be considered waterproofing. Water will be resistant through intact LTC Quality Plus® D90, but may pass around staples, and incorrectly installed roofing nails and cap nails. Water can pass under seam laps, through slits cut in LTC Quality Plus® D90, and will pass around the unflashed edges of projections and roof/wall interfaces. When using LTC Quality Plus® for reroofing, tarps should be used over unshingled areas to protect the home/building from water intrusion.**

### CONTACT INFORMATION:

Lewis Trading Corp.  
Delray Beach, FL USA  
P 866.455.2566

