

Raptor
1155 E. 54th Street
Indianapolis, IN 46220



10-20-2015

LIMITED WARRANTY FOR RAPTOR SYNTHETIC UNDERLAYMENT

1. **Limited Warranty.** Reese Central Wholesale, Inc., (Reese) provides a Limited Warranty that Raptor Synthetic Underlayment will be free from manufacturing defects that materially affect performance when applied and used consistent with the Reese Installation Instructions, building codes, and standard practices of the industry.
2. **Term.** Reese provides this Limited Warranty for a period of 25 years from the date of installation. This Limited Warranty shall terminate at the end of 25 years, or once the overlying roofing materials are disturbed or removed for any reason.
3. **Usage.** Raptor Synthetic Underlayment is not roofing, and by itself may not prevent water from entering a structure. Water may enter beneath Raptor at penetrations, laps, roof and wall interfaces, and other locations. Water may also penetrate around improperly installed fasteners and the shanks of staples, and through torn and compromised Raptor, as well as other areas due to improper installation. Raptor is only the first step in the roofing process, and should not be considered as waterproofing any more than face-nailed EPDM or TPO would be considered waterproofing.
4. **Leaking.** Reese does not warrant that Raptor will be leak-proof, and Reese expressly disclaims any liability for damage that may result from leaking. Reese strongly recommends that tarps or other coverings be used to protect the building until installation of all roofing materials, including flashings.
5. **Conditions.** This Limited Warranty shall not apply to damage caused by conditions beyond our control, including the following:
 - a) Improper storage, handling, or installation of Raptor;
 - b) Acts of negligence, abuse or misuse, accidents, and vandalism;
 - c) Improperly designed or installed gutters, downspouts, or roof structure;
 - d) Damage caused by fire and other property damage;
 - e) Acts of God, including hail and storms;
 - f) Failure of materials not supplied by Reese;
 - g) Failure or deficiency of the underlying structure;
 - h) Damage to the roof caused by foot traffic, trees, or other objects;
 - i) Damage due to UV degradation and exposure to the elements;
 - j) Leaks caused by fasteners, inadequate flashing, and other conditions;
 - k) Inadequate drainage or attic ventilation;
 - l) Settlement of the structure, or buckling and cracking of the roof deck;
 - m) Damage caused by pre-existing conditions of the structure;
 - n) Changes, repairs, or alterations to the roof made after installation;
 - o) Damage caused by the owner's failure to maintain the roof;
 - p) Application of Raptor over existing underlayment; and
 - q) Any other conditions of any kind beyond our control.
6. **Remedy.** This Limited Warranty shall apply in the event that installed Raptor does not retain the ability to shed water due to a manufacturing defect that materially affects performance. In the event that Reese deems the installed Raptor to be defective, it may elect in its sole discretion to either (a) furnish replacement materials for that portion of Raptor deemed to be defective; or (b) reimburse the cost of replacement materials for that portion of Raptor deemed to be defective. This remedy is available only with respect to that portion of Raptor that exhibits manufacturing defects at the time of the claim. Replacement materials furnished by Reese shall be warranted only for the remainder of the original warranty period. This Limited Warranty shall be prorated for defects occurring during years 6—25, and any reimbursement during this term shall be reduced accordingly.



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7. **Limitations.** Other than the replacement of material or reimbursement described in paragraph 6, Reese shall have no further obligation or liability for any costs or losses associated with the replacement of Raptor or repairs of any kind, including the cost of labor, material disposal, metalwork, flashings, roof deck, and the like. In addition, Reese shall not be liable for any damage to the interior or other parts of the project, including mold growth. Reese shall not in any event be liable for damages in excess of the purchase price of the materials.

8. **Disclaimer.** This Limited Warranty is exclusive and replaces all other warranties, conditions, representations, and guaranties of any kind, whether express or implied. REESE SPECIFICALLY DISCLAIMS THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This Limited Warranty is the sole and exclusive remedy available from Reese with respect to Raptor Synthetic Underlayment, and Reese makes no other representations, warranties, or guaranties of any kind other than those stated herein. Reese also disclaims liability for consequential, incidental, special, or other damages of any kind, whether for breach of warranty, negligence, strict liability, or any other cause.

9. **Transferability.** This Limited Warranty is personal to the original owner of the project and cannot be transferred to a subsequent purchaser or other party. This Limited Warranty shall only be valid for improvements located within the United States or Canada.

10. **Claims.** The original owner of the project must make a claim under this Limited Warranty within 30 days after discovery of a manufacturing defect. A claim must be written and include proof of purchase by the original owner. The claim must be furnished to: Reese Central Wholesale, Inc., Warranty Claims Department, 1155 E. 54 Street, Indianapolis Indiana 46220, by certified mail, courier service, or personal delivery. Reese shall be entitled to review all relevant records in support of the claim, and it shall be entitled to inspect the premises before any alterations or repairs are made. Once the investigation has been completed, Reese shall evaluate the claim and resolve it in accordance with the terms of this Limited Warranty. Reese reserves the right to deny a claim where the material has been altered or repaired prior to inspection, or where relevant records have not been promptly provided. Reese has no obligation to reimburse costs incurred prior to its authorization. Furnishing notice of your claim to a contractor or other party shall not constitute notice to Reese.

11. **Modification.** This Limited Warranty cannot be modified or changed. No representative of Reese has the authority to modify or change the terms of this Limited Warranty. In the event of a conflict between the language of this Limited Warranty and any contract, specification, instruction, or other document, the terms and conditions of this Limited Warranty shall govern.

12. **Indemnification.** A party making a claim against Reese based upon deficiencies in Raptor shall indemnify and hold Reese harmless from all expenses, losses and damages so incurred, including attorney's fees, where the claim asserted is invalid, unsupported, frivolous, unreasonable, groundless, or otherwise unjustified.

