

Boral TileSeal™ HT



Polyester Surfaced, Self-Adhesive, Multi-use Underlayment

30 YEAR MATERIAL WARRANTY

Northern Elastomeric, Inc. (NEI) warrants to the owner of the structure at the time of installation (the "Original Owner"), of the Boral TileSeal™, as marketed by Boral Roofing, subject to the exclusions, conditions and limitations noted below, that the Boral TileSeal™ will be free from manufacturing defects that will result in roof leaks.

WARRANTY PERIOD

This warranty is not transferable by the Original Owner. The warranty period starts at the completion of the proper installation of the Boral TileSeal™ and, unless terminated at the sale of the property upon which the product is installed, expires at the end of thirty (30) years.

EXCLUSIVE REMEDIES

If at any time during such thirty (30) year period the Boral TileSeal™ does not perform as warranted, NEI will repair or replace at NEI's discretion Boral TileSeal™ in exchange for and to the extent that the Boral TileSeal™ is found by NEI not to comply with this warranty. NEI's maximum liability is limited to the original purchase price of the Boral TileSeal™, prorated and reduced at a rate of 5% for each year of service after the first ten (10) years from the effective date of this warranty.

LIMITATIONS AND EXCLUSIONS

NEI will not be liable for, and this warranty does not cover:

1. Consequential or special damage of any kind, including (but not limited to) damage to the interior or exterior of any building or to any property contained in or near it.
2. Damage to the Boral TileSeal™ resulting from causes beyond normal wear and tear including (but not limited to):
 - a. Hailstorms or other unusually strong storms, high winds or act of God.
 - b. Impact of foreign objects.
 - c. Traffic on the roof.
 - d. Improper handling, storage, or installation of the Boral TileSeal™.
 - e. Improper design.
3. Replacement or failure of any product used on the roof that was not manufactured by NEI.
4. Damages to the roof resulting from anything other than an inherent manufacturing defect in the Boral TileSeal™ including (but not limited to):
 - a. Defects in, failure, or misapplication of material used as a roof base.
 - b. Application of solvents, paints, cleaning solutions or coatings.
 - c. Settlement or movement of the building, walls, foundation, or roof deck.
 - d. Inadequate roof drainage. No ponding water may be evident 48 hours after a rainfall.
 - e. Subsequent structural changes or alterations, including (but not limited to) installation of equipment on the roof or any other modification such as antennas, air conditioning equipment, or solar collectors.
5. Any costs incurred for repair or replacement not authorized in writing by NEI.
6. Workmanship defects.
7. Material not installed in strict compliance with the specifications and instructions in force at the time.
8. NEI will no longer accept or warrant roofing underlayment installed over roof decks insulated with spray foam insulation. Spray foam insulation applied directly to the bottom of the roof decking material can trap moisture. This would include spray foam types with either "Open Cell" or "Closed Cell". The roof deck needs to be able to vent the heat and or moisture out of the system. The trapped moisture in the plywood could have an adverse effect to the adhesion of the underlayment.

WARRANTY MODIFICATION

No agreement varying, extending or modifying the terms, conditions and remedies of this warranty shall be binding upon NEI unless in writing, signed by a duly authorized officer of NEI.

CLAIM NOTIFICATION

In order to file a claim under this warranty, you must send a notice in writing, with a copy of the warranty, to the Warranty Department, Northern Elastomeric, Inc., 50 Pine Road, Brentwood, NH 03833 within 30 days of the discovery of the problem. After a proper notification, NEI will evaluate the claim within a reasonable amount of time and resolve the claim within the terms of this warranty. NEI may require you to submit samples of materials for testing and/or pictures, at your own expense. A notice to your contractor or dealer is not notice to NEI. Save this warranty certificate for your records.

SOLE AND EXCLUSIVE WARRANTY

THIS LIMITED WARRANTY IS ISSUED AND ACCEPTED AS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESSED OR IMPLIED, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM NEI AND REPRESENTS THE SOLE REMEDY AVAILABLE TO ANY NEI ROOF OWNER. NEI MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THAT STATED HERE. NEI WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, WHETHER FOR BREACH OF THE WARRANTY, NEGLIGENCE, STRICT LIABILITY IN TORT OR FOR ANY OTHER CAUSE. SOME STATES DO NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.