

## 30 Year Protection Plus Roof Underlayment Limited Warranty Registration Form

## OWNER OR CONTRACTOR to fill out this section of form ONLY.

All items in this section must be completed. Warranty Number will be filled in by APOC Warranty Department. The warranty certificate will then be returned to you. E-mail your completed form to warrantyforms@apoc.com.

FOR APOC WARRANTY DEPARTMENT ONLY		
Warranty Number:		

Upon completion of roof, email completed form to: warrantyforms@apoc.com

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# 30 Year Protection Plus Roof Underlayment Limited Warranty Registration Form

Warranty Number:

For a period of 30 Years ("Warranty Period") from the Date of Purchase, APOC Roofing Systems, Inc., a Delaware Corporation (herein "APOC") warrants to the owner of the building on the Date of the APOC product purchase ("Owner"), subject to the terms and conditions set forth herein, that the APOC product(s) used on Owner's building at the address listed on the Warranty Registration Cad will be free from manufacturing defects that materially and adversely affect the product's performance on the building's roof.

#### **EXCLUSIVE REMEDIES:**

In the event APOC confirms the existence of a manufacturing defect in the APOC product(s) that materially and adversely affects the product's performance during the Warranty Period, APOC shall, at its sole discretion and as Owner's exclusive remedy, either provide replacement product(s) deemed necessary to return the defective warranted roofing product(s) to a reasonable condition or refund Owner the original purchase price of the defective product as indicated on the Proof of Purchase or, in absence of an itemized purchase price, APOC's wholesale value of the defective product(s) as of the date of purchase

### CONDITIONS PRECEDENT TO ENFORCEABILITY:

- 1. REGISTRATION: A fully completed Warranty Registration Card must be returned to APOC within 30 days of Proof of Purchase. The completed Warranty Registration Card and Proof of Purchase must be e-mailed to warrantyforms@apoc.com.
  2. PRODUCTS & INSTALLATION: Product must be applied in strict accordance with
- APOC specifications and application procedures and be for the intended use as stated on the label. APOC accessory products including but not limited to Cements, tapes and adhesives must be used as indicated on label instructions and technical specifications.
- 3. OWNER IS RESPONSIBLE FOR ROUTINE ROOF MAINTENANCE: This Limited
- Warranty is not a maintenance agreement or an insurance policy.

  4. SUBMISSION OF CLAIM: If during the Warranty Period, Owner believes a manufacturing defect exists in the APOC product(s) that materially and adversely affects the product's performance, Owner, as a condition precedent to the enforceability of this warranty, shall, within fourteen (14) calendar days after the defect is first discovered or should have been discovered with the exercise of due diligence, deliver all warranty claims in writing, along with original Proof of Purchase and a copy this Limited Warranty, to APOC, c/o Warranty Claims Department, P.O. Box 5449, Tampa, FL 33675. Direct questions to APOC's warranty department at warrantyforms@apoc.com.

#### **EXCLUSIONS FROM COVERAGE:**

 $1. \ \, \text{APOC shall not be liable for any damage, leaks or failures to the roof product(s) caused directly or indirectly by unusual occurrences of the elements}$ including, but not limited to, natural disasters, falling objects, cyclones, tornadoes, or other winds or gusts exceeding Force 7 on the Beaufort scale, earthquakes, lightning, hail, fire, etc.

2. APOC shall not be liable for any incidental, special, punitive, consequential

or other indirect damages including, but not limited to the loss of sales, profits, rent payments. APOC's maximum liability under this warranty is limited to and shall in no event exceed the original purchase price of the defective product as indicated on the Proof of Purchase or, in absence of an itemized purchase price, APOC's wholesale value of the defective product(s) as of the date of purchase. This warranty does not cover installation or labor costs of any kind. 4. APOC shall not be liable for any damage caused by misuse, abuse, falling objects, tools, foot traffic, additional equipment, sign installation, etc.

- 5. APOC shall not be liable for any damage due to ponding water (as defined by the National Roofing Contractors Association) or caused by clogged drains or lack of adequate drainage to promptly and readily remove water from the roof. 6. APOC shall not be liable for any damage to, or failure of, the product in any manner caused or contributed to by settlement, cracking, warping, expansion, contraction, deflection, or other movement of the building structure. 7. APOC shall not be liable for any components of the roof system not manufactured by APOC.
- 8. APOC shall not be liable for any mold, bacterial growth and other damage caused by water or moisture entering building, regardless of fault. 9. APOC does not practice Engineering or Architecture. Neither this warranty nor any review or inspection of the Building's construction, structure, roof plans, roof deck or installation of product(s) by APOC representatives shall constitute any warranty, guaranty or approval by APOC of such plans or structural requirements, specifications or installation and in any way constitute an extension of the terms of this warranty. Any roof inspections are solely for the benefit of APOC.

This warranty is extended only to the named original Owner and is not transferable THE ENFORCEABILITY OF THIS WARRANTY IS EXPRESSLY CONDITIONED UPON OWNER'S COMPLIANCE WITH THE TERMS AND CONDITIONS OF THIS WARRANTY INCLUDING BUT NOT LIMITED TO, OWNER'S SATISFACTION IN FULL OF ANY AND ALL OBLIGATIONS HEREUNDER OR BILLS OWING FOR MATERIALS AND INSTALLATION

TO THE EXTENT NOT PROHIBITED BY LAW, THIS LIMITED WARRANTY IS OWNER'S SOLE AND EXCLUSIVE WARRANTY AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL SUCH OTHER WARRANTIES ARE HEREBY DISCLAIMED. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY. THIS LIMITED WARRANTY DOES NOT COVER LABOR OR INSTALLATION COSTS, WATER DAMAGE, CONSEQUENTIAL DAMAGES, SPECIAL DAMAGES, PUNITIVE DAMAGES, OR INCIDENTAL DAMAGES. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. The exclusive venue for any legal action arising out of this warranty shall be had in a court of competent jurisdiction within Hillsborough County, Florida. Florida law shall govern. Owner's acceptance of this warranty constitutes its irrevocable consent to the jurisdiction and venue of the above identified courts. For additional Limited Warranty information, visit www.apoc. com/pages/warranty.

MODIFICATION OF WARRANTY: This Limited Warranty may not be changed or modified except in writing, signed by an officer of APOC. No one (other than an officer of APOC) has the authority to assume any additional liability or responsibility for APOC in connection with the APOC product(s). This Warranty gives you specific legal rights, and you may have other rights that vary from state to state.