

## **Lifetime Limited Warranty For FT Synthetics Cobalt Ultra**

**FT Synthetics Inc.** (“FT Synthetics” the “Manufacturer”) warrants to the purchaser (the “Building Owner”) that its roofing underlayment product **Cobalt Ultra** (the “Product”), if installed in strict accordance with the Manufacturer’s installation instructions, is free of manufacturing defects that could cause leaks. Lifetime coverage is subject to the conditions and limitations listed below and refers to the products ability to act as a secondary water infiltration barrier under the primary roofing material for the LIFETIME of the primary roofing material under which it is applied, provided the terms, conditions and limitations set forth herein are met. This Warranty does not apply if any part of the product is exposed to UV after roof cladding installation, and/or the product has been installed and left uncovered without roof cladding for more than one hundred and eighty (180) days.

### **The manufacturers obligations are subject to the following terms, conditions and limitations:**

1. **Installation:** The job conditions, surface preparation, design, and application must be in accordance with Manufacturer’s written installation instructions and recognized industry building practices and standards.
2. **Remedy:** FT Synthetics agrees to provide either replacement product or refund the original purchase price paid for any portion of the above noted FT Synthetic product found to be defective. The remedy stated herein is the Building Owner’s **sole and exclusive remedy** for defects in or failure of the materials supplied by the Manufacturer. The Manufacturer shall have no liability for any problems caused by leaks or defects caused by the failure of the roofing contractor to apply the Product in accordance with written instructions and specifications or recognized industry standards and practices. In no event shall the Manufacturer be held liable for damages and/or for special, incidental, indirect, punitive or consequential damages. The Manufacturer’s liability on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from the manufacturer, sale or resale of the Product shall not exceed the original purchase price of the Product.
3. **Sole and Exclusive Warranty:** This Warranty is exclusive and replaces all other warranties, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose or use. No employee, agent, or representative of the Manufacturer has authority to make or give any other warranty or vary any of the terms or conditions of this Warranty. No statements made in any of the Manufacturer’s brochures, pamphlets, flyers, website, advertisements, or promotional materials of any kind constitute a warranty other than as set forth herein.
4. **Coverage Exclusions:** This warranty does not cover problems with non-defective product caused by conditions or handling beyond the manufacturers control. The following are conditions that are excluded from this Warranty:
  - (a) Damage or leaks caused by;
    - i. penetrations through the product other than by recommended fasteners as long as they are installed correctly according to installation instructions;
    - ii. natural forces, including but not limited to; gale-force winds, lightning, hail, fire, hurricanes or other similar natural causes.
    - iii. improper or faulty product installation, and or damage caused by alterations or repairs made after completion of the roof, including installation of structures, solar panels, antennas, air conditioning units, or utilities on or through the roof;
    - iv. environmental fallout or overexposure to commercial industrial solvents, acids, caustic fluids, oils, waxes, gasses, absorbent clays, bleaches or plasticizers;

- v. objects falling on the roof (e.g. tree branches);
  - vi. materials storage on the roof, or by excessive foot traffic on the roof;
  - vii. alterations made after completion of the roof, including roof alterations, equipment installations, power washing, or other modifications.
  - viii. failure of the underlying roofing structure resulting from defective design, improper construction, incorrect installation,
  - ix. settlement and or movement of the roof deck or roof accessories, including but not limited to vents, drains, curb units or other roof components;
  - x. ponding water or the absence of positive drainage within the warranted roof area;
  - xi. improper or inadequate roof ventilation, or infiltration or condensation of moisture in, through, around, or above the walls of the building. This includes mold growth caused by inadequate ventilation or moisture that exists in the building or that enters the building prior to or after the installation of the Product;
  - xii. vandalism, animal abuse, acts of war or civil disturbances;
  - xiii. any other cause beyond the manufacturers control.
- (b) Color variations or fading of the product facer as the result of normal weathering or atmosphere conditions are cosmetic only and will not significantly affect the products performance or ability to prevent leaks;
- (c) Cost of remediation or removal of hazardous materials, asbestos, mold, fungus, or any other contaminants;
- (d) Loss of profits or damage to business reputation, including costs associated with removing or replacing primary roofing materials;
5. **Notice & Claim Procedure:** The Building Owner shall notify the manufacturer of any potential claims under this Warranty within thirty (30) days of noticing a problem. You may report a claim by e-mail, fax or mail to FT Synthetics Technical Service Department per the contact information provided below. You will be required to provide proof of the date your FT Synthetic product was installed and that you were the owner of the property at that time. Your claim should describe the problem in detail and include pictures of the defective product. FT Synthetics may require you at your expense to send in a sample of the product in question for testing. All claims will be evaluated and resolved in a timely manner after proper notification, and in accordance with the terms of this limited warranty. FT Synthetics reserves the right to reserve warranty claim judgment pending a full field evaluation if it deems necessary. All correspondence regarding warranty claims to be sent to:

**FT Synthetics Inc.**

Attention: Quality Control and Warranty Department

5690 – 268<sup>th</sup> Street Langley, B.C. V4W 3X4

E-mail: [info@ftsyn.com](mailto:info@ftsyn.com); Call toll free USA & Canada at 1-844-353-9839

6. **Non-Transferrable:** This Warranty applies to the original purchaser (Building Owner) only and is not transferred upon change of ownership of the building.
7. **Jurisdiction:** Any claim or dispute between the Building Owner and FT Synthetics arising out of this Warranty or relating to any material supplied by FT Synthetics shall be resolved in the provincial courts of British Columbia, Canada.
8. **Enforceability:** 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.