



## LIMITED WARRANTY

**KPNE Products Ltd.** ("The Manufacturer") warrants to the purchaser ("The Buyer"), that the product **RoofNinja**<sup>®</sup> synthetic roofing underlayment (hereafter called "The Product"), if installed in strict compliance with The Manufacturer's application guidelines, will shed water in sloped roof applications, except as noted below, for a period of ten (15) years from the sales invoice date ("The Effective Date"). This Warranty is not transferable or assignable; and decisions regarding the extent of repair or replacement that may be required, will be made solely by The Manufacturer. The above warranty shall be VOID if:

- 1) The Product is not installed in strict compliance with The Manufacturer's installation guidelines;
- 2) Any part of the Product is exposed to ultraviolet radiation after roof cladding installation or
- 3) The Product has been installed and left uncovered without roof cladding for more than 30 days.

**As The Buyer's sole remedy under this warranty, The Manufacturer shall, at its sole election, either:**

- 1) Refund the purchase price for that portion of the Product proven to be defective. The Buyer shall pay all handling or transportation charges;
- 2) Repair the defective Product or
- 3) Supply replacement Product for the portion of the Product that has been proven to be defective within the warranty conditions.

The Buyer must give The Manufacturer written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to **RoofNinja**<sup>®</sup> Customer Service Manager at P.O. BOX 13111 RPO High Street. Abbotsford, BC, V2T 0C4 or email: [info@kpneproducts.com](mailto:info@kpneproducts.com)

Failure to give The Manufacturer timely notice of a defect, or if The Buyer initiates an unauthorized repair, alteration, misuse or misapplication of the Product, makes this warranty VOID.

This warranty shall apply only to water leakage resulting solely from the defective manufacture of the Product and from no other cause. Without limiting the foregoing: The Manufacturer shall assume no liability for leaks or damage resulting from:

- 1) Inadequate or faulty structural design, structural defects, settlement distortion, cracking or failure of substrate or the roofing base over which the Product is applied, or inadequate performance of products not manufactured or sold by The Manufacturer;
- 2) Defects in workmanship in the installation of the Product;
- 3) Any damage if the roof is altered after initial installation of the Product, whether any such alteration is by structural additions, changes, replacement or equipment installations;
- 4) Use of the roof for any purpose for which it was not designed;



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5) Damage caused by penetrations (including penetrations by fasteners), animals, tears or rips, vandalism, abusive conditions, natural forces such as lightning, wind, tornados, hurricanes, and earthquakes, fire, acts of God, or any other cause beyond The Manufacturer's control;

6) Installation of the final roof covering over visibly degraded Product;

7) Infiltration of moisture or condensation in, through or around walls, coping, building structure or underlayment of surrounding material;

8) Damage resulting from condensation below or adjacent to the Product;

9) Damned or standing water; on-site drainage requirements must meet National or Canadian Roofing Contractors Association (NRCA or CRCA) minimum recommendations as applicable;

10) Unusual traffic, or from use as a storage area or recreational surface or for any other purpose for which it was not designed;

11) Chemical damage or defects caused by any chemical materials including but not limited to greases, solvents, oils, or other chemicals;

12) Failure of the Owner to exercise reasonable care in maintaining the roof assembly and/or the Product;

13) Shrinkage of the Product.

**In furtherance of and not in limitation of the foregoing, The Manufacturer will have no liability under this warranty for:**

1) Any variation in color or shading of the Underlay;

2) Any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which the Underlay is installed;

3) Any costs incurred for labor, repair or disposal; or

4) Any damage to the interior or exterior of any building or any property contained therein;

In all cases, the replacement Product is warranted only for the remainder of the original product Warranty.

The Manufacturer reserves the right to discontinue or modify any of its products, without notice to The Buyer and shall not be liable to The Buyer as a result of this modification or discontinuance. The Manufacturer will have no liability in the event that replacement materials may vary in color in comparison to the original product as a result of product changes or normal weathering.

The warranties set forth herein are The Manufacturer's sole and exclusive warranties. In no event shall The Manufacturer be liable for other damages, including, without limitation, or for special, incidental, punitive or consequential damages.

Any refund or material replacement by The Manufacturer shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.



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No part of this warranty may be changed or cancelled except by a written document signed by The Manufacturer and The Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. The Buyer may not assign or permit any other transfer of this warranty without The Manufacturer'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 governed by the laws of the Province of British Columbia, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the Province of British Columbia.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR SUITABILITY FOR A PARTICULAR USE.



*KPNE Products Ltd.*

[www.kpneproducts.com](http://www.kpneproducts.com)

ASTM D226  
ASTM D4869  
CAN/CSA - A123.3  
AC188  
Florida Building Codes