

Westlake Royal™ Ply 40

SBS Modified Asphalt Fiberglass Reinforced Underlayment/Base Sheet

10 & 20 Year Material Warranty

Thank you for your purchase of Westlake Royal™ Ply 40 Underlayment manufactured by Tarah Asphalt Products (“Manufacturer”) for your tile roof. The “Manufacturer” warrants to you, the original owner (not the contractor or builder), that the Westlake Royal™ Ply 40 Underlayment used on your roof will be free from manufacturing defects that cause leaks for the warranty terms listed in Table 1. Westlake Royal™ Ply 40 Underlayment must be installed by a state-licensed roofing contractor where applicable (Approved Contractor), and installation must follow all applicable building code requirements, and Westlake Royal™ Ply 40 Underlayment installation guide.

For any portion of the Westlake Royal™ Ply 40 Underlayment that does not perform as stated above, after inspection by the “Manufacturer’s” authorized representative and a positive determination of material defect, The “Manufacturer” will pay the cost of either repairing or replacing your Westlake Royal™ Ply 40 Underlayment as follows: If your Westlake Royal™ Ply 40 Underlayment has been applied for less than 10 years, Tarah will pay the full reasonable cost to repair or replace any of the defective underlayment, including labor to re-install the Westlake Royal™ Ply 40 Underlayment, including tear-off, disposal, and other related work. Tarah reserves the right to arrange directly for your Westlake Royal™ Ply 40 Underlayment to be repaired or replaced instead of reimbursing you for such work. The remedy under this warranty is available only for that portion of your Westlake Royal™ Ply 40 Underlayment actually exhibiting defects at the time of settlement. The replacement Westlake Royal™ Ply 40 Underlayment, as well as any remaining original Westlake Royal™ Ply 40 Underlayment, will be warranted only for the remainder of the original warranty period.

For a Westlake Royal™ Ply 40 Underlayment installed more than 10 years, the replacement shall be prorated based upon the number of months the Westlake Royal™ Ply 40 Underlayment has been installed on the roof.

EXCLUSIONS

This warranty covers only manufacturing defects in Westlake Royal™ Ply 40 Underlayment which result in leaks. This warranty covers the products named on the submission card below and sold and installed in the U.S. and Canada. It does not cover other products such as roof covering, flashing and metal work or damage to products attributable in whole or in part to other causes including, but not limited to:

1. Improper installation or installation not in accordance with the “Manufacturer’s” roofing specifications, application instructions, and approved practices

2. Improper ventilation. At minimum, ventilation must comply with FHA Minimum Property Standards
3. Improper storage or handling
4. Traffic on or over the roof
5. Defects in, or failure of flashing or metal work, or the primary roof covering under which Westlake Royal™ Ply 40 Underlayment is applied
6. Damage due to cracked or broken tiles, or as a result of improper construction practices
7. Equipment installations, structural changes or other alterations to the roof after application of Westlake Royal™ Ply 40 Underlayment, including painting or the application of cleaning solutions, coatings or other modifications
8. Settlement or distortion, failure or cracking of the roof decks, walls or foundation of the building
9. Impacts of foreign objects
10. Violent or unusual weather conditions such as floods and other forces of nature
11. Fire, acts of vandalism, and other, similar occurrences
12. Replacement of the original roof covering or of the underlayment
13. Any costs you incur which are not authorized in advance by the “Manufacturer.”

Neither the original owner of the Westlake Royal™ Ply 40 Underlayment nor any permitted transferee of this warranty is required to register this warranty. However, the original owner must retain all documents and proofs of purchase of the Westlake Royal™ Ply 40 Underlayment for submission to the Manufacturer as validation of its respective warranty claim. The terms of this warranty apply at the time of installation.

TABLE 1

Product	Slope Requirement	Warranty Terms	Reduction per Month ¹
Westlake Royal Ply 40 - 1 Layer	4:12 or higher	10 years	N/A
Westlake Royal Ply 40 - 2 Layer	3:12 or higher	20 years	1/240

¹Reduction applicable after the first 10 years of installation.

TRANSFERABILITY

The warranty may be transferred once within the first five years of the warranty, but only by the original property owner to the first subsequent owner, after notification to the "Manufacturer" within thirty (30) days of the transfer of property. If the transfer occurs within this transfer period, the second owner is entitled to the same coverage as the original owner. If the transfer occurs after the transfer period, the warranty to the subsequent owner will be limited to one year from the date of the real estate title transfer.

To transfer the warranty, the current holder of the warranty must contact the "Manufacturer" Warranty Department (see Claims Procedure) in writing within (30) days from the date the title of the property changed. The following information must be provided

1. The name and address of the current holder of the warranty
2. The date of the original completed installation
3. Proof of purchase
4. The address where the warranted underlayment(s) are installed
5. The name and address of the new owner, and
6. The date of title transfer

If the "Manufacturer" is not notified of the transfer as outlined above, the warranty shall not transfer, and the "Manufacturer" will have no further liability.

CLAIMS PROCEDURE

1. The Approved Contractor should be contacted if there is a suspected problem with the underlayment. If the Approved Contractor believes the underlayment may be at fault, the "Manufacturer" should be notified within 30 days of discovery and prior to any repairs being made to the roof. The claim must be accompanied by the proof of purchase.
2. The "Manufacturer" will be given the opportunity to inspect the roof and be provided with samples before any steps are taken to repair the roof. Any repairs made prior to or during the investigation period without the "Manufacturer's" prior written approval will be at the owner's expense.

3. After verifying the product(s) are defective, the "Manufacturer" will perform its obligations under this warranty within forty-five (45) days of receipt of notice, unless performance is delayed by causes beyond the "Manufacturer's" control. Any cost in excess of the prorated adjustment will be the owner's responsibility.

4. Contact the "Manufacturer's" Warranty Department by phone at (760) 357-1981, Monday-Friday 7:00 a.m. to 4:00 p.m. Pacific Time.

Shipments of notices or packages may be sent to:

Warranty Department
Tarah Asphalt Products
291 Avenida Campillo Suite D
Calexico, CA 92231
www.Tarah.com

THE LIMITED PRODUCT WARRANTY IS THE ONLY EXPRESSED WARRANTY MADE BY THE "MANUFACTURER" IN CONNECTION WITH THE SALE OF ITS PRODUCT. NO REPRESENTATIVE OF THE "MANUFACTURER" OR ANY OTHER PERSON HAS ANY AUTHORITY WHATSOEVER TO ACCEPT FROM OR FOR THE "MANUFACTURER", ANY ADDITIONAL OR DIFFERENT LIABILITY OR RESPONSIBILITY FOR Westlake Royal PLY 40 UNDERLAYMENT. THE "MANUFACTURER" SHALL NOT BE LIABLE FOR DAMAGE TO ANY BUILDING OR ITS CONTENTS OR INJURY TO PERSONS OR FOR ANY CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THE WARRANTY OR ANY OTHER WARRANTY OR CONDITION, IMPLIED BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS EXCLUSION MAY NOT BE APPLICABLE IN ALL STATES. THIS WARRANTY GIVES SPECIFIC LEGAL RIGHTS, BUT THERE MAY BE OTHER RIGHTS WHICH VARY STATE TO STATE AND PROVINCE TO PROVINCE.

THE PARTIES AGREE THAT ANY CONDITION OR CLAIMS RELATING TO THIS WARRANTY SHALL FIRST BE SUBMITTED TO MEDIATION UNDER THE CONSTRUCTION INDUSTRY ARBITRATION AND MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION (OR OTHER MUTUALLY ACCEPTABLE ARBITRATOR). NO COURT OR OTHER TRIBUNAL SHALL HAVE JURISDICTION UNTIL THE ARBITRATION IS COMPLETED.