

# SwiftAnchor™

## MECHANICALLY FASTENED BASE SHEET

### Limited Warranty

Jumpstart Consultants, Inc. (the "Seller") makes the following limited warranty (the "Limited Warranty") regarding the product SWIFANCHOR (the "Product") solely to and for the benefit of the original end-user of the Product (i.e., the owner of the structure to which the Product is applied at the time of application (the "Building Owner")): the Product will shed water in finished sloped roof assemblies for thirty (30) years.

As Building Owner's sole and exclusive remedy (and Seller's entire liability) for a breach of the Limited Warranty, Seller shall, at its sole election, either 1) repair the defective Product, 2) supply replacement Product for the portion of the Product that has been proven to be defective within the warranty conditions, or 3) refund the purchase price for that portion of the Product proven to be defective.

The Building Owner must give Seller written notice of any defects within 30 days from the date that the defect was discovered or reasonably should have been discovered, including representative field samples, installation and finished roof assembly details and supporting digital pictures or video clearly depicting the defect. Written notice may be sent to either Claims Processing, Jumpstart Consultants, Inc. 4649 Carolina Avenue, Building I, Richmond, VA 23222 or [claims@jumpstartinc.net](mailto:claims@jumpstartinc.net). Failure to timely give Seller timely notice of a defect makes the Limited Warranty VOID.

The Limited Warranty shall apply only if the Product fails to shed water in sloped roof resulting solely from the defective manufacture of the Product and from no other cause. Without limiting the foregoing, the Limited Warranty shall not apply (and Seller shall have no liability, including liability for leaks, tears, rips or any other damage) where there has been:

1. Exposure of the Product to ultraviolet radiation after roof cladding installation;
2. Product installed and left uncovered without the final roof cladding for more than 180 days cumulatively;
3. Product subject to alteration, misuse or misapplication;
4. Repairs or alterations to the Product by parties other than Seller or its authorized representatives;
5. Product installed in any application other than a sloped roof application;
6. Installation of the Product other than in strict compliance with Seller's installation and application guidelines;
7. Defects in workmanship in the installation of the Product;
8. 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 Seller;
9. Alteration of or to the roof after initial installation of the Product, whether any such alteration is by structural additions, changes, replacement or equipment installations;
10. Use of the roof or Product for any 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 Building Owner to exercise reasonable care in maintaining the roof assembly and/or the Product;
13. Infiltration or condensation of moisture in, through, above or around walls of the structure;
14. Moisture or condensation below or adjacent to the Product;
15. Standing, pooled or dammed water or any absence of positive drainage within the roof assembly;
16. Unusual traffic or use as a storage area or recreational surface or for any other purpose for which it was not designed;
17. Environmental fallout or overexposure to commercial industrial solvents, acids, caustic fluids, oils, waxes, gasses, absorbent clays, bleaches or plasticizers;
18. Defective design, construction, installation or movement of the roof deck or roof accessories, including but not limited to vents, drains, curb units or other roof components;
19. Growth caused by inadequate ventilation or moisture that exists in the structure or that enters the structure prior to or after the installation of the Product;
20. Severe weather conditions prior to application of primary roofing;
21. Penetrations (such as vents and skylights), animals, vandalism, abusive conditions, natural forces such as lightning, wind, tornados, hurricanes, earthquakes, fire, acts of God, or any other cause beyond Seller's control; or,
22. Installation of the final roof covering over visibly degraded Product.

In furtherance of and not in limitation of the foregoing, Seller will have no liability under the Limited Warranty for:

- a. any variation in color or shading of the Product;
- b. any damage to the interior or exterior of any structure or any property contained therein;
- c. any costs incurred for the repair of any portion of a structure, disposal; or
- d. any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which the Product is installed.

The Seller reserves the right to discontinue or modify the Product without notice to the Building Owner and shall not be liable to the Building Owner as a result of this modification or discontinuance. The Seller 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.

Seller is not liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, for lost profits or revenues, or for diminution in value, arising out of or relating to any breach of the Limited Warranty or otherwise, regardless of (i) whether such damages were foreseeable, (ii) whether or not the purchaser was advised of the possibility of such damages or (iii) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

Building Owner may not assign or permit any other transfer of this warranty without Seller's written consent.

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EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, (1) NEITHER SELLER NOR ANY PERSON ON SELLER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF EQUIPMENT (INCLUDING THROUGH-PUT PERFORMANCE) TO STANDARDS SPECIFIC TO THE BUILDING OWNER'S NEEDS, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED, AND (2) BUILDING OWNER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY SELLER, OR ANY OTHER PERSON ON SELLER'S BEHALF.

No part of this Limited Warranty may be changed or cancelled except by a written document signed by Seller and Building Owner. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this Limited Warranty. Building Owner may not assign or permit any other transfer of this Limited Warranty without Seller's consent, except as otherwise set forth herein.

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.

This Limited Warranty shall be governed by the laws of the state of Ohio, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this limited warranty shall be in the state or federal courts of Summit County, Ohio.