



Premium No Leak Warranty

10 Year Double Layer Vulca Seal 30# (ASTM D226 Type II) with Elevated or Counter Batten System

Fontana Paper Mills ("FPM") warrants to you, the original owner of its Fontana **Vulca Seal 30# (ASTM D226 Type II, D4869 Type IV)** Tile Underlayment, that the Vulca Seal 30# will retain its ability to not leak for a period of 10 years from the installation date on slopes of over 3" and 12" or greater so long as the following installation procedures are utilized (roofers may provide a separate written warranty covering installation of the Vulca Seal 30#, which warranty is the sole obligation of the roofer):

A double layer of Vulca Seal 30# is installed by a State Licensed Roofing Contractor certified by the Tile Roofing Industry Alliance ("Approved Roofer") in accordance with the recommended application as stated in the "Concrete and Clay Tile Roofing Industry Alliance Installation Manual for Moderate Regions" in effect on the date of application ("Installation Manual") with the following exceptions, upgrades and requirements:

1. Ported or elevated/counter batten systems are required under this warranty. Solid flat battens are NOT permitted under this warranty at any time. Eagle Arched Batten and Boral Elevated Batten System are approved under this warranty.
2. Staples of any kind are NOT permitted under this warranty as underlayment fasteners. Corrosion resistant fasteners meeting ASTM A641 Class 1 or approved corrosion resistance, of No. 12 gauge capped nails or No. 11 gauge diameter roofing nails and of sufficient length to properly penetrate 3/4" into or through thickness of the deck batten, whichever is less. Nails or Screws are to be driven straight and true.
3. Batten Fasteners must penetrate through the thickest area touching the deck and driven on center of the batten.
4. A MINIMUM 36" bleeder is required and must fully extend to the bottom edge of the eaves.
5. An extra-ply of underlayment at least 18" wide must be installed in all angles, eaves, rakes and around all penetrations.
6. All end laps are to face away from and be a minimum of 18 inches from any valley.
7. All penetrations (including solar panel mounts) must have a deck and tile flashing.
8. Closed valleys are NOT permitted and must be a minimum of 2 inches apart from the opposing tile.

Note: Many factors that are not covered by this warranty can reduce the useful life of your underlayment, including products supplied and/or installed by others, construction details of your house or building (such as ventilation and type of decking) and homeowner maintenance (such as broken or missing tiles, obstructions preventing drainage in valleys or along flashing). See "Limitations of Coverage" below.

Warranty Period

The warranty period starts at the completion of the Vulca Seal 30# installation and terminates on the 10-year anniversary of the date of completion of installation. The warranty period terminates early if either Vulca Seal 30# are replaced in whole or in part.

Transferability

Subject to all other terms and conditions herein, this warranty is transferable only to Permitted Transferees, with the following persons being "Permitted Transferees" under this warranty: (a) if the structure on which Vulca Seal 30# is installed is new construction originally owned by a home builder, construction company or other person in the business of selling new construction (the "Builder") that intends to sell the structure to a third party upon completion of construction, then "Permitted Transferee" means the person to whom the Builder first sells the structure (the "First New Construction Owner") and, if applicable, the person that acquires the structure directly from the First New Construction Owner prior to the expiration of the warranty period, and (b) in all scenarios other than subpart (a) (including, without limitation, if the Vulca Seal 30# is installed either (i) as part of a roof repair or roof replacement of an existing structure or (ii) on new construction intended to be held by the original owner, as opposed to sold, upon completion of construction), then "Permitted Transferee" means, if applicable, the person that acquires the structure directly from the original owner prior to the expiration of the warranty period. For clarity, each change in name on title for the property on which the structure is located shall be considered a new owner for purposes of determining a Permitted Transferee. The transfer of this warranty to a Permitted Transferee shall in no circumstances be deemed to extend the period of this warranty, which for all purposes runs from the original installation date.

Exclusive Remedies

For any portion of your Vulca Seal 30# that does not perform as stated above, after inspection by FPM's authorized representative and a positive determination of material defect, FPM will pay the cost of either repairing or replacing your Vulca Seal 30#, as follows: If Vulca Seal 30# has been applied for less than 10 years, FPM will pay you the full reasonable cost to repair or replace any defective Vulca Seal 30#, including labor to re-install the Vulca Seal 30#, including tear-off, disposal, and other related work. FPM reserves the right to arrange directly for your Vulca Seal 30# to be repaired or replaced instead of reimbursing you for such work. Any repaired or replaced Vulca Seal 30#, as well as any remaining original Vulca Seal 30#, will be warranted only for the remainder of the original warranty period.

Limitations of Coverage

In order to obtain the warranty coverage provided herein, you must be registered in accordance with the Warranty Registration instructions provided below. This warranty does not apply to any damage to the Vulca Seal 30# that is the result, in whole or in part, of any cause other than a defect in the Vulca Seal 30#. The causes not covered by this warranty include, without limitation, damage to the Vulca Seal 30# caused by: (a) fire, casualty or acts of God, such as hailstorms, hurricanes, tornadoes, typhoons, waterspouts or winds exceeding 75 mph; (b) any distortion or movement of the roof deck, walls, or foundation of the building or other premises; (c) exposure of the Vulca Seal 30# to the weather or UV sunlight for more than 6 months, including the construction period; (d) any exposure to or application of paints or of any improper cleaning solutions, coatings, harsh airborne or liquid chemicals; (e) improper installation of the Vulca Seal 30# improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications; (f) failure to install the Vulca Seal 30# and upgrades in accordance with the applicable Installation Manual; (g) improperly repaired construction damage, or damage from broken or missing tiles; (h) damage from incompatibility of materials utilized in conjunction with the structure or roofing; (i) traffic (walking on the roof), misuse, neglect, vandalism, or improper handling or use of the Vulca Seal 30# after installation; (j) leaks or water intrusion resulting from penetrations of the Vulca Seal 30# from any cause, including but not limited to, hail, golf ball strikes, bullets, or tree branches; (k) improper ventilation or drainage; (l) deterioration or failure of the roof deck, copings, HVAC units, vents or walls; (m) installment of, or damage caused by, roof top appurtenances, including, without limitation, lightning protection equipment, antennas, HVAC units, pitch pans, framework or supports for: signs, piping, conduit or sprinkler systems; (n) products supplied and/or installed by others; or (o) installation of the Vulca Seal 30# by anyone other than an Approved Roofer. Further, this limited Warranty does not cover claims by owners or transferees not qualifying as Permitted Transferees. This warranty does not cover any FPM products other than the Vulca Seal 30#.

Warranty Registration

There are two manners for the Approved Roofer to choose from when registering a warranty. ONLINE: You must visit www.fontanarof.com within (30) days of the installation date of your Vulca Seal 30# to qualify for applicable warranty coverage. Use the online warranty registration page and provide all information into the fields provided. If all the fields are not filled out in full, the warranty will not be accepted. BY MAIL: You must complete and mail the attached warranty registration card within thirty (30) days of the installation date of your Vulca Seal 30# to qualify for applicable warranty coverage. To register your Limited Warranty; (1) Complete the Registration Card; (2) Provide FPM Proof of purchase for all FPM products used; and (3) The Registration Form must be sent to FPM within thirty (30) days of the installation date.

What You Must Do To File a Claim

To make a claim under this warranty, the building owner(s) must first contact the original Approved Roofer who installed the Vulca Seal 30#. It is the original Approved Roofer's responsibility to make the initial assessment of the alleged defects requested by the building owner. If the original Approved Roofer deems there is a potential defect related to the installed Vulca Seal 30#, the Approved Roofer is to provide a written initial assessment as well as all original warranty registration information, with proof of purchase to FPM. Provide all written materials to: 13733 Valley Blvd., Fontana, CA 92335, within 30 days after the building owner(s) discovery of the alleged defect. Once verified, FPM will send a certified representative to inspect and assess the warranty claim in question. Warrantees will only be granted once the alleged defect is inspected in person by a FPM representative, and FPM is found to be at fault for the defect. THIS WARRANTY WILL BE VOID IF THE VULCA SEAL 30# HAS BEEN REMOVED FROM THE ROOF PRIOR TO ITS FPM INSPECTION. If an alleged defect is found prior to or during installation, the Approved Roofer should immediately contact FPM and halt further installation. It is the building owners' responsibility to maintain and repair their roof if damage (such as broken tiles) has occurred. If the alleged defect occurs during an active weather system where further damage may occur, it is the building owners' responsibility to take all reasonable precautions (such as tarping) to reduce any further damage.

Sole and Exclusive Warranty

THIS WARRANTY IS SOLE AND EXCLUSIVE WARRANTY COVERING THE VULCA SEAL 30# AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This warranty is your exclusive warranty from FPM and represents the SOLE REMEDY available to any owner of FPM's Vulca Seal 30#. FPM makes NO OTHER REPRESENTATION OR WARRANTY of any kind other than that stated herein. FPM WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH, regardless of whether advised of the possibility thereof, and whether for breach of this warranty, negligence, tort, strict liability, or based on any other cause or theory of liability. Some states do not allow the exclusion or limitation of certain damages so some of the above exclusions or limitations may not apply to you.

Modification of Warranty

This warranty may not be changed or modified. No one, including any representative or employee of FPM or an Approved Roofer, has authority to assume any additional liability or responsibility for FPM in connection with the installation of the Vulca Seal 30# except as described in this warranty. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.