



Boral[®] Ply 40

Modified (SBS) Underlayment - 10 Year (Single Layer) or 20 Year (Double Layer) Limited Material Defect Warranty

Fontana Paper Mills ("FPM") warrants to the residential building owner (not contractor or builder) that Boral Ply 40, when used as a roofing underlayment, will be free from material defects in workmanship that cause leaks solely during the "Warranty Period" described below.

A single layer of Boral Ply 40 must be installed on roof slopes of 4:12 or greater in accordance with the state and local building code requirements. For roof slopes between 3:12 and <4:12 a double layer is required.

This warranty does not cover any damage or deterioration of the underlayment caused by: (a) Improper use of or installation of fasteners resulting in product failure; (b) fire, casualty or acts of God; (c) exposure of the underlayment to weather or UV sunlight beyond 180 days; (d) any exposure to or application of paints or of any improper cleaning solutions, coatings, or harsh airborne or liquid chemicals; (e) improper installation resulting in but not limited to wrinkles or buckling of the underlayment; (f) damage from incompatibility of materials utilized in conjunction with the structure or roofing; (g) misuse, neglect, vandalism, or improper handling of the underlayment; (h) installment of, or damage caused by, hail, roof top appurtenances, including, without limitation, battens, lightning protection equipment, antennas, solar panels, HVAC units, pitch pans, framework or supports for: rain gutters, signs, piping, conduit or sprinkler systems; (i) damage caused by third parties or tradesman; (j) products supplied and/or installed by others; (k) damage caused by foot traffic; (l) damage caused by pre-loaded stacked roof tile; (m) damage caused by tile lugs; (n) improper installation or installation not in accordance with the "Manufacturer's" roofing specifications, application instructions, and approved practices.

Warranty Period

This warranty begins on the date of installation of the Boral Ply 40 and terminates when the underlayment has been installed for more than the warranted period of 10 years for a single layer, and 20 years for a double layer.

Warranty Is Automatically Transferred

This warranty is for the sole and exclusive benefit of the building owner of FPM Boral Ply 40. This warranty is automatically transferred between building owners for the warranty period described per the installation type and date installed. No subsequent owner of either the underlayment products or the structure upon which the underlayment is installed shall have any rights or remedies under this warranty once the warranty period has expired.

Exclusive Remedy

The owner must notify FPM at the first sign of any defect of the underlayment Product. For any portion of your underlayment Product that does not perform as stated above, after inspection by FPM's authorized representative and a positive determination of material defect, FPM will, in its sole discretion, either replace the materially defective underlayment Product or credit the full purchased price of the materially defective underlayment Product to the owner. FPM is not responsible for any labor cost incurred, including tear-off, disposal, or other related work.

THIS WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY COVERING FPM UNDERLAYMENT AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FPM MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN 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 of certain damages so some of the above exclusions or limitations may not apply to you.

Fontana Paper Mills, Inc. | 13733 Valley Blvd. | Fontana, CA 92335 | (909) 823-4100
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