

## **MOUNTAIN BIGFOOT HD BARRIER™ UNDERLAYMENT LIMITED WARRANTY**

Empire Building Materials Inc. ("Seller") warrants to the purchaser (the "Buyer") for a limited period of fifty (50) years from the date of purchase, pursuant to the exclusions and/or limitations set forth herein, that:

Mountain Bigfoot Barrier™ underlayment will not allow water to penetrate any roofing substrate (roof deck) to which it is applied due to decomposition beneath the primary roof covering (asphalt shingles, tile, or metal roofing) under which it is installed per the terms of the roofing manufacturer's warranty from the date of the original installation and provided the underlayment is installed in accordance with Mountain Bigfoot Barrier™ underlayment's specific installation instructions, and all applicable local, regional and state building codes and after application to roof substrate (roof deck), Mountain Bigfoot Barrier™ underlayment will not materially deteriorate from exposure to sunlight for a period of 365 days before being covered by the primary (finish) roof covering. The above warranty shall be void if any part of Mountain Bigfoot Barrier™ underlayment is exposed to ultraviolet radiation (e.g. sunlight) after primary (finish) roof installation or Mountain Bigfoot Barrier™ underlayment has been installed and left un-covered without finish roof installation for more than 365 days.

This Limited Warranty assumes the underlayment has been used for its intended application. Mountain Bigfoot Barrier™ underlayment's intended application is as a roofing underlayment beneath high-quality asphalt, tile, or metal roofing. Primary (finish) roofing must be installed per Technical Bulletins and per the roofing manufacturer's installation and technical manual. This limited Warranty does not apply if Mountain Bigfoot Barrier™ underlayment is used in any other application and/or if Mountain Bigfoot Barrier™ underlayment is used outside of the primary (finish) roofing manufacturer's technical requirements for underlayment properties.

### **Exclusions**

This warranty does not cover damage to Mountain Bigfoot Barrier™ underlayment or the underlying building or structure caused during installation, including for example, damage from construction or inspection traffic or falling objects or damage to Mountain Bigfoot Barrier™ underlayment or the underlying building structure caused by natural or man-made disasters or damage to Mountain Bigfoot Barrier™ underlayment or the underlying building or structure caused by defects in the roofing substrate (roof deck), inadequate or defective or substandard workmanship during installation, inadequate or faulty structural design, structural defects, or alterations to the roof after initial installation of Mountain Bigfoot Barrier™ underlayment or infiltration of moisture causing condensation damage below or under Mountain Bigfoot Barrier™ underlayment emanating from beneath the substructure, damage from fastener penetrations, tears, insect or animal damage or damage to Mountain Bigfoot Barrier™ underlayment caused by weather exposure prior to primary (finish) roof installation or chemical damage or defects. Empire Building Materials Inc. may stop selling or change any of its products, without notice and shall not be liable as a result. The explanation in this paragraph of specific exclusions and/or exemplary exclusions shall not be deemed to expand the scope of the limited warranty given herein, as described in Paragraph 1, above.

### **Notice Requirement**

Purchaser (Buyer) must give written notice of any damage covered by this warranty to Empire Building Materials Inc. within thirty (30) days from the date of discovery of the damage. The notice must be sent to Empire Building Materials Inc. P.O. Box 220 Bozeman Montana 59771 or at such other address as Empire Building Materials Inc. may designate on the Mountain Bigfoot Barrier™ website: [bigfootbarrierproducts.com](http://bigfootbarrierproducts.com) to provide such notice makes this warranty unenforceable.

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### **Exclusive Warranty**

The warranty described above is given in lieu of all other warranties, express or implied. No owner, employee, contractor, and/or agent of Empire Building Material Inc. has the authority to make or give any other warranty or vary any of the terms or conditions of the above-described warranty. No statements or representations made in any of Empire Building Materials Inc. brochures, pamphlets, flyers, or other promotional materials, written or other media form of any kind constitute a warranty. Other than as set forth herein, Empire Building Materials Inc. makes no warranty of any kind, express or implied.

### **Limitations of Liability**

Empire Building Materials Inc.'s sole liability, for defects in or damage caused by failure of Mountain Bigfoot Barrier™ underlayment to comply with the standards set forth above or to perform as warranted herein, is limited to the purchase price of the allegedly defective underlayment product and Empire Building Materials Inc. shall, at its sole option/discretion either repair the allegedly defective underlayment, replace the allegedly defective underlayment, or refund the purchase price of the allegedly defective underlayment. In no event shall Empire Building Materials Inc. be responsible for any personal and/or any incidental and/or consequential damages, including without limitation, the cost of removing and/or replacing roofing substrate (roof deck), covering the cost of repairing, cleaning, and/or repainting any structure or building to which Mountain Bigfoot Barrier™ underlayment has been applied, the cost of repairing, cleaning, and/or replacing any contents of any structure or building to which Mountain Bigfoot Barrier™ underlayment has been applied, and/or the cost of remediation of mold, fungus, or any other contaminant or any alleged diminution in value of any building or structure to which Mountain Bigfoot Barrier™ underlayment has been applied. In no event shall Empire Building Materials Inc. be responsible for lost profits, including, for example, future or anticipated lost profit or damage to reputation, including business reputation.