

RoofingFoil™ + Underlayment

Radiant Barrier Foil + Synthetic Roofing Underlayment

RoofingFoil™ 50 Year Warranty

RoofingFoil™ + Underlayment is a Miami-Dade County Approved air, water, vapor, and radiant heat barrier designed for use under metal and tile roofing systems that have an air gap/space by design or by battens.

AtticFoil™ Radiant Barrier LLC (the “Seller”) warrants to the purchaser of these goods (the “Buyer”), the product RoofingFoil™ + Underlayment - a radiant barrier foil & synthetic roofing underlayment in one (hereafter called “product”) it manufactures, if installed strictly pursuant to Seller’s application instructions, that it will retain its ability to shed water, except as noted below, for a period of fifty (50) years from the sales invoice date (the “Warranty Period”).

The above warranty does not apply if: 1. any part of the product is exposed to standing water for any amount of time; 2. the product has been installed and left uncovered without roof cladding for more than 180 days; and 3. any unintended uses of the product.

RoofingFoil™ Unintended Uses Not Covered

This Limited Warranty assumes the underlayment has been used for its intended application. In the case of RoofingFoil™ + Underlayment, the intended application is as a radiant barrier roofing underlayment beneath (A) concrete or clay roof tiles (roof tile), (B) metal cladding and roofing (metal roofing), (C) real and synthetic slate (slate roofing), and or (D) asphalt fiberglass shingles (shingles). This Limited Warranty does not apply if RoofingFoil™ + Underlayment is used in any other application.

RoofingFoil™ Exclusions for Coverage

This Warranty does not cover damage to RoofingFoil™ + Underlayment or the underlying building or structure (1) caused during installation; (2) caused by hurricanes, tornadoes, earthquakes or the acts of God; or (3) caused by defects in the roofing substrate, inadequate or defective or substandard workmanship during installation of the product; 4) due to inadequate or faulty structural design, structural defects, or alterations to the roof after initial installation of RoofingFoil™ + Underlayment; (5) caused by infiltration of moisture causing condensation damage below or under RoofingFoil™ + Underlayment; (6) from penetrations including faster penetrations, tears, insect or animal damage; (7) caused by severe weather conditions prior to roof installation; (8) chemical damage or defects; (9) and any other cause beyond Seller’s control. The Seller reserves the right to stop selling or change any of its products, without notice and shall not be liable as a result.

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RoofingFoil™ Notice Requirement

Buyer must give Seller WRITTEN NOTICE of any defects within 30 days from the date that the defect was discovered, along with field samples illustrating production codes, application details, and digital pictures. Seller reserves the right to reserve warranty claim judgment pending full field sample evaluation. Such notice shall be sent to AtticFoil™ Radiant Barrier LLC, 9560 Swafford Rd, Justin, TX 76247. Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the product or refund the purchase price for that portion of the product that has been proven to be defective, within the written warranty conditions. Buyer shall pay all handling or transportation charges. Failure to timely give Seller notice of a defect, or unauthorized alterations, or misuse or misapplication of the product makes this warranty VOID.

RoofingFoil™ Limitation of Liability

The Seller's sole liability for defects in, or damage caused by failure of, Product to comply with the standards set forth above or to perform as warranted herein is limited to the purchase price of allegedly defective underlayment and Seller shall, at its sole option either: (1) repair the allegedly defective underlayment, (2) replace the allegedly defective underlayment, or (3) refund the purchase price of the allegedly defective underlayment. In no event shall Seller be responsible to any person or entity for any incidental or consequential damages, including without limitations: (1) the cost of removing or replacing roofing substrate or covering; (2) the cost of testing; (3) the cost of repairing, cleaning, or repainting any structure or building to which Product has been applied; (4) the cost of repairing, cleaning or replacing any contents of any structure or building to which Product has been applied; (5) the cost of remediation of mold, fungus, or any other contaminant; (6) any alleged diminution in value of any building or structure to which Product has been applied; (7) lost profits, including future or anticipated lost profits; or (8) damage to reputation, including business reputation.

The warranties set forth herein are Seller's sole and exclusive warranties. Seller's liability on any claim of any kind for any loss or damage arising out of, in connection with, or resulting from the manufacture, sale, or resale of the product shall in no case exceed the purchase price paid for the product, prorated from the date of purchase to the date of discovery of the defect. In no event shall Seller be liable for other damages or for special, incidental, punitive or consequential damages. Seller makes no other warranties of any kind, express or implied, including without limitation, any warranty of merchantability or fitness for a particular purpose. No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. This warranty is non-transferrable without Seller's consent. 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.