

Fontana Vulca Seal G40 or Vulca Seal Organic Base 40# 10 Year Limited Leak Warranty

Fontana Paper Mills, Inc. ("FPM") warrants to you, the original owner of its Fontana Vulca Seal G40 (ASTM D6757, ASTM D4601 TYPE II) or Vulca Seal Organic Base 40# (ASTM D2626) Tile Underlayment, that the Vulca Seal G40 or Vulca Seal Organic Base 40# will retain its ability to shed water including attachment penetrations for a period of 10 years from the installation date on slopes of 4" in 12" or grater so long as the following installation procedures are utilized (Roofers may provide a separate written warranty covering Installation of the Vulca Seal G40 and Vulca Seal Organic Base 40#): A single layer of Vulca Seal G40 or Vulca Seal Organic Base 40# is installed by a State Licensed Roofing Contractor certified by the Tile Roofing Institute (Approved Roofer) in accordance with the recommendation application as stated in the "Concrete and Clay Tile Roofing Institute Installation Manual for Moderate Regions" in effect on the date of application. (Installation Manual) with the following exceptions and upgrades:

1. Corrosion resistant fasteners meeting ASTM A641 Class 1 or approved corrosion resistance, of No. 11 gauge diameter 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. Staples of any kind are NOT permitted under this warranty.
2. The Vulca Seal G40 or Vulca Seal Organic Base 40# is to be installed with a minimum of 4" head lap and 6" end lap.
3. For a woven valley, a 36" bleeder is required of Vulca Seal G40 or Vulca Seal Organic Base 40#, and must fully extend to the bottom edge of the eaves.
4. An extra-ply of Vulca Seal G40 or Vulca Seal Organic Base 40# at least 18" wide must be installed in all angles, eaves, rakes and around all penetrations.
5. All end laps are to face away and be a minimum of 12 inches from any valley. If any battens are installed there is to be at least one 2 inch opening a minimum of 2 feet from the end lap.

THIS WARRANTY IS TRANSFERABLE

The warranty period starts at the completion of the Vulca Seal G40 or Vulca Seal Organic Base 40# installation and terminates if the Vulca Seal G40 or Vulca Seal Organic Base 40# is replaced. Note: Many factors can reduce the useful life of your Vulca Seal G40 or Vulca Seal Organic Base 40#, including construction details of your house (such as ventilation and type of decking). FPM issues this Limited Warranty to cover only the situation where a manufacturing defect adversely affects your Vulca Seal G40 or Vulca Seal Organic Base 40# performance.

Exclusive Remedies

For any portion of your Vulca Seal G40 or Vulca Seal Organic Base 40# that does not perform as stated above, after inspection by Fontana's authorized representative and a positive determination of material defect, FPM will pay the cost of either repairing or replacing your Vulca Seal G40 or Vulca Seal Organic Base 40#, as follows: If your Vulca Seal G40 or Vulca Seal Organic Base 40# has been applied for less than 10 years, FPM will pay the full reasonable cost to repair or replace any defective Vulca Seal G40 or Vulca Seal Organic Base 40#, including labor to re-install the Vulca Seal G40 or Vulca Seal Organic Base 40#, including tear-off, disposal, and other related work. **FPM reserves the right to arrange directly for your Vulca Seal G40 or Vulca Seal Organic Base 40# to be repaired or replaced instead of reimbursing you for such work.** The remedy under this warranty is available only for that portion of your Vulca Seal G40 or Vulca Seal Organic Base 40# actually exhibiting defects at the time of settlement. The replacement Vulca Seal G40 or Vulca Seal Organic Base 40#, as well as any remaining original Vulca Seal G40s or Vulca Seal Organic Base 40#s, will be warranted only for the remainder of the original warranty period.

Limitations of Coverage

In order to obtain the Limited Warranty coverage provided herein you must be registered in accordance with the Warranty Registration instructions provided below. FPM shall not be liable for, and this Limited Warranty does not apply to, any damages to the Vulca Seal G40 or Vulca Seal Organic Base 40# or any other property from any cause other than defects in materials as defined in this limited Warranty. The causes not covered by this limited Warranty include, without limitation, damage to the Vulca Seal G40 or Vulca Seal Organic Base 40# 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 G40 or Vulca Seal Organic Base 40# 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 G40 or Vulca Seal Organic Base 40# by the Approved Roofer, 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 G40 or Vulca Seal Organic Base 40# 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 G40 or Vulca Seal Organic Base 40# after installation; (j) leaks or water intrusion resulting from penetrations of the Vulca Seal G40 or Vulca Seal Organic Base 40# from any cause, including but not limited to, 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 G40 or Vulca Seal Organic Base 40# by anyone other than an Approved Roofer. Further, this limited Warranty does not cover claims by owners or transferees not qualifying as Original Owners under this limited Warranty.

Limited Warranty Registration

There are two manners to choose from when registering your warranty. **ONLINE:** You must visit www.fontanarroof.com within (30) days of the installation date of your Vulca Seal G40 or Vulca Seal Organic Base 40# 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 G40 or Vulca Seal Organic Base 40# 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 Card must be sent to FPM within thirty (30) days of the installation date.

What You Must Do To File a Claim

To file a claim under this warranty, the building owner(s) must first contact the original APPROVED ROOFER who installed the Vulca Seal G40 or Vulca Seal Organic Base 40#. It is the roofing contractors responsibility to make the initial assessment of the alleged defects requested by the building owner. If the contractor deems there is a potential defect related to the installed Vulca Seal G40 or Vulca Seal Organic Base 40#, the contractor 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 asses 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 G40 HAS BEEN REMOVED FROM THE ROOF PRIOR TO ITS "FPM" INSPECTION.** If an alleged defect is found prior to, or during installation, the contractor 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 EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. This written warranty is your exclusive warranty from Fontana Paper Mills, Inc. and represents the SOLE REMEDY available to any owner of FPM's Vulca Seal G40 or Vulca Seal Organic Base 40#. 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 OR INCIDENTAL DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING, whether for breach of this warranty, negligence, strict liability in tort, or for any other cause. Some states do not allow the exclusion or limitation of incidental or consequential damages so the above exclusions or limitations may not apply to you.

Modification of Warranty.

This Limited 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 G40 or Vulca Seal Organic Base 40# 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.

Keep Your Warranty Information

Date Fontana Vulca Seal Installed:

Roofing Contractor's Name:

Contractor's State License No.:

Phone: ()



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