

SURROUND® VR SYNTHETIC ROOFING UNDERLAYMENT LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire SURROUND® VR SYNTHETIC ROOFING UNDERLAYMENT Limited Warranty (“Limited Warranty”) before installing this product. Refer to the Installation Instructions for the installation requirements. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

Berry Plastics Corporation (“Berry”) provides the following Limited Warranty for its SURROUND® VR SYNTHETIC ROOFING UNDERLAYMENT Product (“Product”) to the Owner of a Structure in the United States, subject to the terms and conditions stated below.

Definitions

As used in this Limited Warranty, the following terms have the following meanings:

- “Structure” means a (1) Single-Family Residence or (2) a detached unit or building within a multi-family, apartment, condominium or other residential project.
- “Single-Family Residence” means a dwelling which is designed, occupied or intended for occupancy by one family, which is permanently situated on a lot owned by the owner of the dwelling, which is physically detached from any other dwelling, and which does not include a manufactured or modular home.
- “Owner” means the first owner of a Structure following the installation of the Product. The Owner of a Single-Family Residence must also reside in (or intend to reside in) the Single-Family Residence or lease the Single-Family Residence to others for use as a Single-Family Residence.
- “Specifications,” “Characteristics” and “Installation Instructions” are those that Berry publishes at <http://www.typar.com/downloads> and that are in effect on the date of the purchase of the Product from Berry or an authorized reseller.

15 Year Limited Product Warranty

Berry warrants to the Owner of a Structure, for a period of 15 years from the sales invoice date of the Product installed on such Structure, that the Product will retain its ability to shed water, in accordance with published Specifications and Characteristics, if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes, subject to the exclusions set forth herein. If the Product is defective, within these written warranty conditions, Berry will provide, at its sole option and as Owner’s sole remedy, a refund of the purchase price, or replacement product, for the failed Product, or affected portions thereof. Owner shall be responsible for all handling and transportation charges.

ADDITIONAL LIMITED WARRANTY TERMS, CONDITIONS, AND EXCLUSIONS

This Limited Warranty does not apply if: 1. Any part of the Product is exposed to UV after roof cladding installation; 2. The Product has been installed and left uncovered without roof cladding for more than 180 days from the sales invoice date; or 3. Any part of the Product is exposed to UV for more than 180 days from the sales invoice date.

This Limited Warranty is non-transferable and applies only to Product purchased and installed in the United States on or after June 1, 2016.

Neither replacement of Product nor refund to the Owner under this Limited Warranty shall renew or extend the warranty term, such term to always begin to run from the sales invoice date of the Product to which this Limited Warranty applies. This Limited Warranty does not apply to replacement Product.

Berry retains, at its discretion, the right to modify this warranty. This Limited Warranty and all the terms contained herein constitute the entire agreement between Berry and the Owner.

FAILURE TO COMPLY WITH PRODUCT INSTALLATION INSTRUCTIONS OR UNAUTHORIZED USE OF THE PRODUCT VOIDS ALL WARRANTIES.

This Limited Warranty is not a statement of the useful life of the Product. Berry does not guarantee any particular application of the Product and it is the Owner’s responsibility to ascertain before using the Product that said Product is suitable for the intended use.

SURROUND® VR SYNTHETIC ROOFING UNDERLAYMENT LIMITED WARRANTY

How to Make a Limited Warranty Claim

All claims under this Limited Warranty must be made in writing and sent via certified U.S. mail to Berry Plastics Corporation, 101 Oakley Street, Evansville, IN 47710, Attention: General Counsel. All claims must be postmarked no later than **ten (10) days** after discovery of the Product defect, and within the warranty period, and must include the name, address and phone number of the Owner, nature of the claim, date of discovery of the Product defect, the address of the Structure affected, samples illustrating production codes and digital pictures of the defective Product. All claims also must include acceptable proof, in Berry's sole discretion, of the date of purchase of the Product. A full field sample evaluation may be conducted prior to making a final determination on a pending warranty claim. Failure to follow these claim procedures will void this Limited Warranty.

To the extent permitted by law, any controversy or dispute arising out of or relating to this Limited Warranty, including alleged torts, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including, if such controversy or dispute involves a Structure, its Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration shall be conducted in Vanderburgh County, Indiana. The laws of the State of Indiana (without giving effect to its conflicts of law principles) govern all matters relating to this Limited Warranty. Some jurisdictions do not allow mandatory arbitration, so the above provision may not apply to you.

NOTICE OF ARBITRATION AGREEMENT

This Limited Warranty provides that all disputes between you and Berry will be resolved by **BINDING ARBITRATION**.

You thus **GIVE UP YOUR RIGHT TO GO TO COURT** to assert or defend your rights under this Limited Warranty (**EXCEPT** for matters that may be taken to **SMALL CLAIMS COURT**).

Your rights will be determined by a **NEUTRAL ARBITRATOR** and **NOT** a judge or jury.

You are entitled to a **FAIR HEARING**, BUT the arbitration procedures are **SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT**.

Arbitrator decisions are as enforceable as any court order and are subject to **VERY LIMITED REVIEW BY A COURT**.

FOR MORE DETAILS, visit: www.adr.org/consumer_arbitration

Limitation of Warranty

THE LIMITED WARRANTY IN THIS DOCUMENT IS BERRY'S SOLE AND EXCLUSIVE WARRANTY. TO THE FULL EXTENT PERMITTED BY LAW, BERRY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ALL OTHER WARRANTIES CREATED OR IMPLIED BY STATUTE, CUSTOM OR USAGE OF TRADE. BERRY'S RESPONSIBILITY AND LIABILITY, IF ANY, ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE MANUFACTURE, SALE, OR RESALE OF THE PRODUCT AND THIS LIMITED WARRANTY SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE PRODUCT, AS SET FORTH ABOVE. TO THE FULL EXTENT PERMITTED BY LAW, BERRY SHALL NOT BE LIABLE IN TORT, CONTRACT OR OTHERWISE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, EXPECTATION OR OTHER DAMAGES OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE PRODUCT OR THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

SURROUND® is a registered trademark of Berry Plastics Corporation or its affiliate.



ROOFING UNDERLAYMENT

©2016 Berry Plastics Corporation.
SURROUND® is a registered trademark
of Berry Plastics Corporation or its affiliate

