



## TopShield principal product warranty offered under SRS Distribution 5 YEAR MATERIAL LIMITED WARRANTY

SRS Distribution, a Texas Corporation, warrants that its TopShield roof material product(s) are to be supplied free of material defects and meet or exceed TopShield's published specifications in effect on the date of purchase. This warranty shall extend for a period of Five (5) years for the exclusive benefit of the Owner of the building ("Owner") to which the TopShield is applied and is subject to the following provisions and limitations:

1. **Application:** The TopShield products must be applied in accordance with TopShield specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to SRS Distribution along with a copy of the paid invoice, (Proof of Purchase for the TopShield product(s) showing quantity and cost of TopShield purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of TopShield products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. **LACK OF REGULAR MAINTENANCE SHALL RELIEVE SRS DISTRIBUTION OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by **SRS Distribution. IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF SRS DISTRIBUTION, SRS DISTRIBUTION SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the TopShield product is defective, adjusted for normal exposure and wear and tear, he shall notify SRS Distribution, in writing within 30 days. The Owner shall, at his expense, take samples of the TopShield product and submit such samples to an independent testing laboratory approved by SRS Distribution. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & TopShield, P.O. Box 5449, Tampa, FL 33675.
  - b) If the test findings do not confirm that the TopShield product is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against SRS Distribution for breach of warranty or otherwise.
  - c) If the test findings do confirm that the TopShield product is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by SRS Distribution and SRS Distribution shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of SRS Distribution.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is SRS Distribution's sole warranty regarding the TopShield Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one (1) year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF SRS DISTRIBUTION, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL SRS DISTRIBUTION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF TOPSHIELD PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS Distribution and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Texas. **This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws.** SRS Distribution and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and SRS Distribution agree that this warranty is the sole and complete agreement between the Owner and SRS Distribution and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of SRS Distribution shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of SRS Distribution.

SEE REGISTRATION FORM ON PAGE 2





## TopShield principal product warranty offered under SRS Distribution 7 YEAR MATERIAL LIMITED WARRANTY

SRS Distribution, a Texas Corporation, warrants that its TopShield roof material product(s) are to be supplied free of material defects and meet or exceed TopShield's published specifications in effect on the date of purchase. This warranty shall extend for a period of Seven (7) years for the exclusive benefit of the Owner of the building ("Owner") to which the TopShield is applied and is subject to the following provisions and limitations:

1. **Application:** The TopShield products must be applied in accordance with TopShield specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to SRS Distribution along with a copy of the paid invoice, (Proof of Purchase for the TopShield product(s) showing quantity and cost of TopShield purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of TopShield products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. **LACK OF REGULAR MAINTENANCE SHALL RELIEVE SRS DISTRIBUTION OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by **SRS Distribution. IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF SRS DISTRIBUTION, SRS DISTRIBUTION SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the TopShield product is defective, adjusted for normal exposure and wear and tear, he shall notify SRS Distribution, in writing within 30 days. The Owner shall, at his expense, take samples of the TopShield product and submit such samples to an independent testing laboratory approved by SRS Distribution. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & TopShield, P.O. Box 5449, Tampa, FL 33675.
  - b) If the test findings do not confirm that the TopShield product is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against SRS Distribution for breach of warranty or otherwise.
  - c) If the test findings do confirm that the TopShield product is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by SRS Distribution and SRS Distribution shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of SRS Distribution.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is SRS Distribution's sole warranty regarding the TopShield Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one (1) year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF SRS DISTRIBUTION, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL SRS DISTRIBUTION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF TOPSHIELD PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS Distribution and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Texas. **This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws.** SRS Distribution and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and SRS Distribution agree that this warranty is the sole and complete agreement between the Owner and SRS Distribution and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of SRS Distribution shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of SRS Distribution.

SEE REGISTRATION FORM ON PAGE 2





## TopShield principal product warranty offered under SRS Distribution 10 YEAR MATERIAL LIMITED WARRANTY

SRS Distribution, a Texas Corporation, warrants that its TopShield roof material product(s) are to be supplied free of material defects and meet or exceed TopShield's published specifications in effect on the date of purchase. This warranty shall extend for a period of Ten (10) years for the exclusive benefit of the Owner of the building ("Owner") to which the TopShield is applied and is subject to the following provisions and limitations:

1. **Application:** The TopShield products must be applied in accordance with TopShield specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to SRS Distribution along with a copy of the paid invoice, (Proof of Purchase for the TopShield product(s) showing quantity and cost of TopShield purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of TopShield products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. **LACK OF REGULAR MAINTENANCE SHALL RELIEVE SRS DISTRIBUTION OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by **SRS Distribution. IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF SRS DISTRIBUTION, SRS DISTRIBUTION SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the TopShield product is defective, adjusted for normal exposure and wear and tear, he shall notify SRS Distribution, in writing within 30 days. The Owner shall, at his expense, take samples of the TopShield product and submit such samples to an independent testing laboratory approved by SRS Distribution. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & TopShield, P.O. Box 5449, Tampa, FL 33675.
  - b) If the test findings do not confirm that the TopShield product is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against SRS Distribution for breach of warranty or otherwise.
  - c) If the test findings do confirm that the TopShield product is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by SRS Distribution and SRS Distribution shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of SRS Distribution.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is SRS Distribution's sole warranty regarding the TopShield Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one (1) year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF SRS DISTRIBUTION, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL SRS DISTRIBUTION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF TOPSHIELD PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS Distribution and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Texas. **This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws.** SRS Distribution and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and SRS Distribution agree that this warranty is the sole and complete agreement between the Owner and SRS Distribution and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of SRS Distribution shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of SRS Distribution.

SEE REGISTRATION FORM ON PAGE 2





## TopShield principal product warranty offered under SRS Distribution 15 YEAR MATERIAL LIMITED WARRANTY

SRS Distribution, a Texas Corporation, warrants that its TopShield roof material product(s) are to be supplied free of material defects and meet or exceed TopShield's published specifications in effect on the date of purchase. This warranty shall extend for a period of Fifteen (15) years for the exclusive benefit of the Owner of the building ("Owner") to which the TopShield is applied and is subject to the following provisions and limitations:

1. **Application:** The TopShield products must be applied in accordance with TopShield specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to SRS Distribution along with a copy of the paid invoice, (Proof of Purchase for the TopShield product(s) showing quantity and cost of TopShield purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of TopShield products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. **LACK OF REGULAR MAINTENANCE SHALL RELIEVE SRS DISTRIBUTION OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by **SRS Distribution. IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF SRS DISTRIBUTION, SRS DISTRIBUTION SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the TopShield product is defective, adjusted for normal exposure and wear and tear, he shall notify SRS Distribution, in writing within 30 days. The Owner shall, at his expense, take samples of the TopShield product and submit such samples to an independent testing laboratory approved by SRS Distribution. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & TopShield, P.O. Box 5449, Tampa, FL 33675.
  - b) If the test findings do not confirm that the TopShield product is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against SRS Distribution for breach of warranty or otherwise.
  - c) If the test findings do confirm that the TopShield product is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by SRS Distribution and SRS Distribution shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of SRS Distribution.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is SRS Distribution's sole warranty regarding the TopShield Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one (1) year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF SRS DISTRIBUTION, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL SRS DISTRIBUTION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF TOPSHIELD PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS Distribution and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Texas. **This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws.** SRS Distribution and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and SRS Distribution agree that this warranty is the sole and complete agreement between the Owner and SRS Distribution and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of SRS Distribution shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of SRS Distribution.

SEE REGISTRATION FORM ON PAGE 2





## TopShield principal product warranty offered under SRS Distribution 20 YEAR MATERIAL LIMITED WARRANTY

SRS Distribution, a Texas Corporation, warrants that its TopShield roof material product(s) are to be supplied free of material defects and meet or exceed TopShield's published specifications in effect on the date of purchase. This warranty shall extend for a period of Twenty (20) years for the exclusive benefit of the Owner of the building ("Owner") to which the TopShield is applied and is subject to the following provisions and limitations:

1. **Application:** The TopShield products must be applied in accordance with TopShield specifications, recommendations, and accepted roofing practices.
2. **Warranty Period:** The warranty period runs from the date of purchase but does not become effective until the completed warranty is signed and returned to SRS Distribution along with a copy of the paid invoice, (Proof of Purchase for the TopShield product(s) showing quantity and cost of TopShield purchased) and a picture(s) of completed job. Documents not returned within ninety days of date of purchase shall nullify this warranty offer. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
3. **Normal Deterioration:** Buyer agrees that normal exposure and wear and tear cause changes in the physical characteristics of TopShield products following application. Owner must also keep a copy of all said documents including the paid invoice (Proof of Purchase) in case a claim is filed under this warranty.
4. **Routine Roof Maintenance:** This warranty is not a maintenance agreement or an insurance policy. Routine inspections and maintenance of all roofing materials must be completed by the Owner. These inspections shall take place on a semi-annual basis (minimum) and be documented with records. Periodic inspections shall include making minor repairs, cleaning off debris, cleaning filters and gutters, unclogging drains, etc. and are the Owner's responsibility. **LACK OF REGULAR MAINTENANCE SHALL RELIEVE SRS DISTRIBUTION OF ANY OBLIGATION TO PERFORM ANY REMEDY UNDER THIS WARRANTY.**
5. **Unapproved Repairs, Alterations and Additions:** All repairs, alterations and additions to the roof membrane, its components and equipment, signs or other objects residing on roof membrane, must be approved in writing by **SRS Distribution. IN THE EVENT ANY REPAIRS, ALTERATIONS OR ADDITIONS TO THE ROOF MEMBRANE OR ITS COMPONENTS ARE MADE OR THE OWNER OR OCCUPANT CHANGES THE USE, FUNCTION OR PURPOSE OF THE BUILDING, OR THE OBJECTS RESIDING ON THE ROOF MEMBRANE, WITHOUT HAVING FIRST OBTAINED THE WRITTEN CONSENT OF SRS DISTRIBUTION, SRS DISTRIBUTION SHALL BE RELIEVED OF ANY FURTHER OBLIGATION UNDER THIS WARRANTY.**
6. **Claims Procedures:**
  - a) If at any time within the warranty period the Owner believes that the TopShield product is defective, adjusted for normal exposure and wear and tear, he shall notify SRS Distribution, in writing within 30 days. The Owner shall, at his expense, take samples of the TopShield product and submit such samples to an independent testing laboratory approved by SRS Distribution. The laboratory shall conduct tests according to appropriate ASTM procedures and report findings to owner & TopShield, P.O. Box 5449, Tampa, FL 33675.
  - b) If the test findings do not confirm that the TopShield product is defective, adjusted for normal exposure and wear and tear, the costs of such tests shall be paid by the Owner, and Owner shall have no claims against SRS Distribution for breach of warranty or otherwise.
  - c) If the test findings do confirm that the TopShield product is defective, adjusted for exposure from normal wear and tear, the reasonable costs of such test shall be paid by SRS Distribution and SRS Distribution shall reimburse the Owner for the original cost of defective materials (for the affected portion of the roof), prorated by month over the warranty period or supply replacement product. This shall be at the sole discretion of SRS Distribution.
7. **Severability:** In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable, in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof, and this warranty shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.
8. **Exclusive Remedies:** THE REMEDY PROVIDED HEREIN IS THE OWNERS SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY.
9. **Warranty Limitations**
  - a) This warranty is SRS Distribution's sole warranty regarding the TopShield Products. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
  - b) Any action for breach of this warranty shall be commenced within one (1) year after the cause of action has occurred.
  - c) This warranty is non-transferable and does not cover any costs or expenses associated with: (a) the removal, excavation or replacement of any material in connection with the testing, repair, removal or replacement of these materials or (b) labor of any kind (c) damages or repairs of any kind or nature to the subject building or its contents from leaking water or otherwise or (d) damage or repairs caused by roof leaks or moisture infiltration into the building, including water and structural damage, mold, bacterial growth, etc., or (d) damages or leaks caused directly or indirectly by unusual occurrences of the elements such as, but not limited to, natural disasters, falling objects, tornadoes, hurricanes, earthquakes, lightning, hail, fire, etc. or (f) damages or repairs caused by ponding water or (g) damages or repairs caused by settlement, cracking, warping, expansion, contraction, deflection, failure, or other movement of the roof deck, roof insulation, walls, foundations or any other part of the structure .
10. **Limitation of Liability**

**THIS WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND OF ANY OTHER OBLIGATIONS OR LIABILITY OF SRS DISTRIBUTION, WHETHER ANY CLAIM AGAINST IT IS BASED UPON NEGLIGENCE OR OTHER TORT, BREACH OF WARRANTY, OR ANY OTHER THEORY. IN NO EVENT SHALL SRS DISTRIBUTION BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO INTERIOR DAMAGE, LOST PROFITS, MOLD GROWTH, BACTERIAL GROWTH OR OTHER BIOLOGICAL GROWTHS, OR OTHERWISE, REGARDING THE SALE, INSTALLATION OR USE OF TOPSHIELD PRODUCT.** As a condition precedent to litigation, any controversy or claim arising out of or relating to this warranty must be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, SRS Distribution and Owner agree, that neither party will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of Texas. **This warranty shall be governed by and construed in accordance with the laws of the State of Texas, without regard to principles of conflicts of laws.** SRS Distribution and Owner irrevocably consent to the jurisdiction and venue of the above identified courts.
11. **Complete Agreement**

Owner and SRS Distribution agree that this warranty is the sole and complete agreement between the Owner and SRS Distribution and supersedes any and all prior oral or written agreements or representations made between them. No employee, agent, distributor, sales person or other representative of SRS Distribution shall be empowered to change, alter or amend this warranty unless it is done in writing signed by a duly authorized officer of SRS Distribution.

SEE REGISTRATION FORM ON PAGE 2



**REGISTRATION FORM  
TOPSHIELD  
5 YEAR MATERIAL LIMITED WARRANTY**

Complete and Mail this Registration form, along with a copy of Proof of Purchase invoice(s) and a picture(s) of completed job to:

**TopShield  
ATTN: Warranty Administrator  
P.O. Box 5449  
Tampa, FL 33675**

Building Owner, Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address of Building: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Use: \_\_\_\_\_  
\_\_\_\_\_

Purchased Material at: \_\_\_\_\_  
\_\_\_\_\_

Job Completed on: \_\_\_\_\_  
\_\_\_\_\_

Total Roofing Squares: \_\_\_\_\_ or \_\_\_\_\_ sq. ft

Date of Purchase: \_\_\_\_\_

Quantity of TopShield Applied:

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_



**KEEP FOR YOUR RECORDS**

**TOPSHIELD  
5 YEAR MATERIAL LIMITED WARRANTY**

Building Owner, Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Address of Building: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Installing Contractor: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip: \_\_\_\_\_

Type of Use: \_\_\_\_\_  
\_\_\_\_\_

Purchased Material at: \_\_\_\_\_  
\_\_\_\_\_

Job Completed on: \_\_\_\_\_  
\_\_\_\_\_

Total Roofing Squares: \_\_\_\_\_ or \_\_\_\_\_ sq. ft

Date of Purchase: \_\_\_\_\_

Quantity of TopShield Applied:

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

Product #: \_\_\_\_\_ Total Gallons: \_\_\_\_\_

