



## **HOMEGUARD PRODUCTS, INC: 15 YEAR LIMITED WARRANTY**

### **Products**

**Water Resistive Barriers:** HomeGuard® Housewrap, TITAN® Drainage Wrap

**Flashings:** HomeGuard® RA-Plus Flashing, HomeGuard® Flexible Butyl Flashing, HomeGuard® Arctic-Flash, TITAN® Butyl Flashing

**Tape:** HomeGuard® Seam Tape

**Sealant:** HomeGuard® MS Polymer Sealant

### **Definitions**

As used in this 15 Year Limited Warranty, the following terms have the following meanings:

- “Structure” means a (1) Single-Family Residence, (2) a detached unit or building within a multi-family, apartment, condominium or other residential project, or (3) a commercial building.
- “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; up to four (4) stories in height.
- “Owner” means the first owner of a Single-Family Residence following the construction of Structure and the subsequent installation of the Products; who also resides in (or intends to reside in) the Single-Family Residence or who leases the Single-Family Residence to others for use as a Single-Family Residence.
- “Specifications,” “Characteristics” and “Installation Instructions” are those that HomeGuard® publishes at <http://www.HomeGuardBuildingProducts.com> and that are in effect on the date of the purchase of the Products from HomeGuard® Products, Inc. or an authorized reseller.

### **Single-Family Residence 15 Year Limited Product Warranty**

HomeGuard® warrants to the Owner of a Structure that is a Single-Family Residence, for 15 Years after the date of purchase of the Product(s) installed on such Structure, that the Product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system.

### **15 Year Limited Product Warranty for Structures other than Single-Family Residences**

HomeGuard® warrants to the Owner of a Structure other than a Single-Family Residence, for a period of 15 years from the date of purchase of the Product(s) installed on such Structure, that the Product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. If any Product(s) fail(s) to perform as set forth herein, HomeGuard® will provide, at no cost, replacement product(s) only, for the failed Product(s), or affected portions thereof. Such replacement to consist only of the same Product(s), if available, or substantially similar product(s) being manufactured by HomeGuard® at the time of replacement.



## **15 Year Limited System Warranty for Structures up to Four Stories in Height**

For Products comprising the building envelope of a new Structure up to four stories in height, and in accordance with the terms and conditions set forth herein, HomeGuard® Products, Inc. will, at its sole discretion only and based on evidence of damaged area that is gathered by inspection of said area, evaluation of installation and samples collected and subsequent testing, may agree to pay for the reasonable costs of construction (labor and materials) necessary to repair the actual area of damage to the wall system; and only the affected area of damage of the Structure; if the actual area of damage is caused solely by the failure of the Product(s) which was installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. To qualify for this 15 Year Limited System Warranty, the entire building envelope of the Structure must be constructed exclusively of a combination of the Products that includes at least one Product from each of the four Product Categories listed above (WRB's, Flashing, Tape, Sealant). Use of any other building envelope product, when applicable Product is available from HomeGuard® Products, Inc., or installation of Products on a Structure greater than four stories in height, voids this 15 Year Limited System Warranty and reverts to Product Warranty. This 15 Year Limited System Warranty shall apply only to a Structure on which the Product(s) are installed during original construction.

### **Additional Limited Warranty Terms**

This Limited Warranty is non-transferrable and applies only to Product(s) purchased and installed in the United States or Canada on or after April 1, 2016. Neither replacement of Product(s) nor repair of any Structure under this Limited Warranty shall renew or extend the warranty term, such a term to always begin to run from the date of purchase of the Product(s) to which this Limited Warranty applies. This Limited Warranty does not apply to replacement Product(s) and only applies to Product(s) installed during original construction of Structure. No representative, agent or employee of HomeGuard® Products, Inc. has the authority to modify the terms of this Limited Warranty.

As referenced herein, applicable "Specifications," "Characteristics" and "Installation Instructions" are those published at [www.HomeGuardBuildingProducts.com](http://www.HomeGuardBuildingProducts.com) and in effect on the date of purchase of the applicable Product(s).

### **How to Make a Warranty Claim**

All claims under this Limited Warranty must be made in writing to HomeGuard® Products, Inc., 5340 Shawland Road, Jacksonville, FL 32254; Attention: Technical Manager.

All claims must be postmarked no later than sixty (60) days after discovery of the condition giving rise to the claim, and within the warranty period, and must include the name, address and phone number of the claimant, nature of the claim, date of discovery of the condition giving rise to the claim, list of the Product(s) involved and the type, number of stories and address of the Structure affected. All claims also must include acceptable proof, in HomeGuard® Products, Inc.'s sole discretion of acceptance, the date of purchase of the Product(s) as well as the approximate date of installation of said affected Product(s).

### **Inspection**

If HomeGuard® Products, Inc. determines that an inspection or investigation of a claim is necessary, the claimant must provide access for a HomeGuard® Products, Inc. representative to inspect the Structure specified in the claim and conduct an investigation, including but not limited to taking photographs and samples. 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 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 Duval County, FL. Some jurisdictions do not allow for mandatory arbitration, so the above provision may not apply to you.



## **NOTICE OF ARBITRATION AGREEMENT**

This limited warranty provides that all disputes between Owner and HomeGuard® will be resolved by binding arbitration. Owner thus gives up rights 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). Owner rights will be determined by a neutral arbitrator and

not a judge or jury. Owner is 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.

### **Additional Limited Warranty Exclusions and Disclaimers**

This Limited Warranty shall not apply to damage to Products or Structures caused by or resulting from any of the following:

- Abuse, mishandling, nonstandard use or application, neglect, improper maintenance, accident, modification, damage or vandalism by any party other than HomeGuard®.
- Foreign objects or agents, or use of materials incompatible with the Products, including but not limited to any caulks or sealants containing solvents or plasticizers coming into contact with the adhesive portion of HOMETECH® RA-Plus Flashing.
- Defects in the Structure or any component of the Structure which prohibits intended and stated performance of Product(s).
- Any penetration of the building envelope of the Structure, unless in accordance with applicable published installation instructions for the Products.
- Use of any Product(s) in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna or spa, or any other area exposed to a heightened amount of moisture, humidity or heat.
- Acts of God, including but not limited to lightning, flood, hail or high winds.

ALL IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE SHORTER OF THE APPLICABLE STATUTE OF LIMITATIONS OR THE LIMITED WARRANTY PERIOD DESCRIBED ABOVE, AND NO IMPLIED WARRANTIES WILL EXIST OR APPLY AFTER SUCH PERIOD EXPIRES. (Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.)

UNDER NO CIRCUMSTANCES SHALL HOMETECH® PRODUCTS, INC. BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS, ARISING FROM THE USE OF, INSTALLATION OF, DEFECT IN, INABILITY TO USE, OR PROPERTY DAMAGE CAUSED BY THE PRODUCTS OR ANY OTHER CAUSE.

IN NO EVENT SHALL HOMETECH® PRODUCTS, INC.'S LIABILITY, WHETHER IN CONTRACT TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCTS OR PART OF THE PRODUCTS, AT ISSUE. THIS LIMITED WARRANTY IS THE ONLY EXPRESSED WARRANTY HOMETECH® OFFERS FOR PRODUCTS INSTALLED IN STRUCTURES IN THE UNITED STATES OR CANADA. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF HOMETECH® PRODUCTS, INC. OR ANY RETAILER HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS LIMITED WARRANTY OR TO OFFER DIFFERENT OR ADDITIONAL WARRANTIES.

This Limited Warranty is not transferable.

The laws of the State of Florida (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts.