

TYPAR® WEATHER PROTECTION SYSTEM LIMITED WARRANTY

Fiberweb, Inc. ("Fiberweb") provides the following Limited Warranty for its TYPAR® Weather Protection System Products listed below ("Product" or "Products," as applicable) to the Owner of a Structure in the United States or Canada, upon the terms and conditions set forth herein.

Products

Wrap: TYPAR® Building Wrap and TYPAR® MetroWrap™

Flashings: TYPAR® Flashing Flex, TYPAR® Flashing AT and TYPAR® Flashing RA™

Tape: TYPAR® Construction Tape

Definitions

As used in this 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.
- "Owner" means the first owner of a Single-Family Residence following the 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 Fiberweb publishes at <http://www.typar.com/> downloads and that are in effect on the date of the purchase of the Products from Fiberweb or an authorized reseller.

Single-Family Residence Limited Lifetime Product Warranty

Fiberweb warrants to the Owner of a structure that is a Single-Family Residence, for the lifetime 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

Fiberweb 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, Fiberweb will provide, at no cost, replacement product(s) for the failed Product(s), or affected portions thereof, such replacement to consist of the same Product(s), if available, or substantially similar product(s) being manufactured by Fiberweb at the time of replacement.

Limited Lifetime System Warranty for Structures up to Four Stories in Height

For Products comprising the entire building envelope of a new Structure up to four stories in height, and otherwise in accordance with the terms and conditions set forth herein, Fiberweb pay for the reasonable costs of construction (labor and materials) necessary to repair the actual area of damage to the wall system of the Structure caused solely by the failure of the Product(s) if 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 Limited Lifetime 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 (wrap, fasteners, flashing and tape). Use of any other building envelope product, when an applicable Product is available from Fiberweb, or installation of Products on a Structure greater than four stories in height, voids this Lifetime Limited System Warranty. This Limited Lifetime System Warranty shall apply only to a Structure on which the Products are installed during original construction.

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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, 2015.

Neither replacement of Product(s) nor repair of any Structure under this Limited Warranty shall renew or extend the warranty term, such 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).

No representative, agent or employee of Fiberweb has the authority to modify the terms of this Limited Warranty.

As used herein, the term "Owner" means (1) the owner of a Structure at the time of installation of the Products, and (2) if the Structure is a Single-Family Residence, the first owner of a Structure following installation of the Products who also resides in (or intends to reside in) the Structure or leases the structure to others for use as a Single-Family Residence.

As referenced herein, applicable "Specifications," "Characteristics" and "Installation Instructions" are those published at typar.com/builder/litlibrary 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 Fiberweb, Inc., 70 Old Hickory Blvd., Old Hickory, Tennessee 37138, 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 Fiberweb's sole discretion, of the date of purchase of the Product(s).

Inspection

If Fiberweb determines that an inspection or investigation of a claim is necessary, the claimant must provide access for a Fiberweb 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 (including, if such controversy or dispute involves a single-family residence, 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 Davidson County, Tennessee. 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 Fiberweb 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.

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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 Fiberweb.
- 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 TYPAR® Flashing RA™.
- Defects in the Structure or a component of the Structure.
- 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 FIBERWEB 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. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

IN NO EVENT SHALL FIBERWEB'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 EXPRESS WARRANTY FIBERWEB OFFERS FOR PRODUCTS INSTALLED IN STRUCTURES IN THE UNITED STATES OR CANADA. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF FIBERWEB 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 Tennessee (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts.

If any provisions of this Limited Warranty are held to be invalid, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

For more information, please visit TYPAR.com. TYPAR®, MetroWrap™, Flashing AT™ and Flashing RA™ are trademarks of Fiberweb, Inc.



A Fiberweb Business