

THIS WARRANTY INCLUDES LIMITATIONS ON ITS TRANSFERABILITY. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

### **WHO IS COVERED**

Alpha ProTech Engineered Products, Inc. ("Alpha ProTech EP") provides this limited warranty to the original homeowner, which is defined as the first owner of a single-family detached home in which one or more of Alpha ProTech EP's product(s) have been installed. This warranty does not apply to any distributor, retailer, installer, contractor or anyone else. This warranty also does not apply to any subsequent purchasers of a home from the original homeowner. To qualify for this warranty, the property must be located within the United States and the other conditions set forth in this Limited Warranty must be satisfied.

### **TRANSFERABILITY**

This warranty is non-transferrable and may not be transferred to any subsequent purchaser(s) of the home in or on which Alpha ProTech EP's product(s) are installed.

### **25 YEAR PRODUCT ONLY LIMITED WARRANTY**

Alpha ProTech EP warrants, subject to the following Product specific terms and conditions set forth below, for a period of 25 years from date of purchase on single-family detached homes. Products will meet or exceed the water resistant performance properties (pursuant to the Water Resistive Barrier ASTM D779-03 test) in the applicable Product specific Physical Property Data Sheet in effect at the time of installation. If the Product fails to meet those water resistive properties, Alpha ProTech EP's sole liability will be to provide replacement Product for that portion of the defective Product. All product replacement will be in the form of Product being manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted. For structures 4 stories and above or for commercial applications, this warranty will be limited to a period of 15 years.

### **LIMITED LIFETIME PRODUCT AND LABOR LIMITED WARRANTY**

Alpha ProTech EP warrants, subject to the following Product specific terms and conditions, that for the lifetime from the date of purchase, Products, identified below, when installed in strict accordance with the applicable Product Installation Guidelines, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, for single-family residence will:

For Alpha ProTech REX™ Wrap FORTIS Products meet or exceed the water resistance and air leakage performance properties pursuant to the Water Resistant Barrier test (ASTM D-779-03) for water resistance and pursuant to the Air Leakage (ASTM E-2178-03) test for air leakage in the applicable Physical Property Data Sheet in effect at the time of installation.

The system must be completed with the windows and doors properly flashed using REXTREME Window & Door Flashing and REX™ Premium Seam Tape. All flashings and seam tapes must be installed in accordance with manufactured instructions.

To qualify for this Product and Labor Warranty, you must exclusively use these Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below.

When all conditions under this Product and Labor Warranty are met, if damage to the building is caused solely by the failure of any these Products to meet the water resistance and air leakage specification in the applicable Physical Property Data Sheet, Alpha ProTech EP will provide replacement Product for all such defective Products and pay all reasonable construction repair costs to replace any such product. Alpha ProTech EP will not have any liability under this warranty for the repair or cost of repair for more than the actual area of damage. For all structures four stories and above or for commercial applications purposes, this warranty will be limited to a period of 25 years.

ALL IMPLIED WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR USE, ARE EXCLUDED AND DISCLAIMED. IN THE EVENT YOU LIVE IN A STATE WHERE IMPLIED WARRANTIES CANNOT BE DISCLAIMED, SUCH IMPLIED WARRANTY OR WARRANTIES ARE LIMITED IN DURATION TO THE COVERAGE PERIODS PROVIDED HEREIN, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW, IN WHICH CASE THE SHORTEST PERIOD THAT IS LAWFUL SHALL APPLY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

If any of Alpha ProTech EP's products are repaired or replaced pursuant to this warranty, the warranty period will nonetheless run from the original date of purchase and not from the repair or replacement date(s).

# REX™ FORTIS LIMITED WARRANTY

## Continued

### PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS

- The system must be comprised exclusively of REX™ Wrap FORTIS, REX™ Royal Seam Tape and REXTREME Flashing Products. The use of any other building envelope, tape or flashing products will void this Product and Labor Warranty.
- Substitution of any other building envelope or tape products when there is an applicable Alpha ProTech Product available will void this Product and Labor Warranty unless written permission is obtained from Alpha ProTech in the event it is necessary as determined by Alpha ProTech in writing.
- In order for the Flashing Products to be covered under the Product and Labor Warranty, all other applicable Alpha ProTech Products, including Wrap and Tape Products, must be used. Flashing Products used alone will only be covered by that Product Warranty.

### WHAT IS NOT COVERED

- The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
- Acts of God, including but not limited to, fire and lightning, hurricanes, high winds or any type of storm-related damages.
- Damage caused during transportation of the product to the building site.
- Vandalism or attack by any party.
- Defects in the structure or a component of the structure or selection of any components of the structure, premature deterioration of the building materials, or nonstandard use or application of the products.
- Foreign objects or agents.
- UV exposure of the products in excess of that set forth in the Physical Properties Data Sheet.
- Improper installation of the products, 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, or failure to follow the applicable Alpha ProTech Installation Guidelines or façade manufacturer's requirements.
- Any costs that you incur which are not authorized in advance by Alpha ProTech EP.
- Any defect arising out of the performance of any non-Alpha ProTech building envelope products.

### WHAT IS YOUR REMEDY

In the event of a manufacturing defect, Alpha ProTech EP will, at its discretion, either repair or replace the product, instead of compensating the homeowner directly. Alpha ProTech EP shall have the right to choose and retain those contractors or subcontractors who, in Alpha ProTech EP's discretion, are qualified to perform the repair or replacement installation, as appropriate.

### COMPENSATION

Under the terms of this warranty, the manner of compensation is at Alpha ProTech EP's sole discretion and may be issued in the form of cash payment and/or material credit to an existing supplier. All costs must be pre-approved by Alpha ProTech Engineered Products, Inc. and shall not exceed the purchase price paid for the product, prorated from date of purchase to the date of discovery of the defect.

### CLAIMS PROCESS

All claims under this warranty must be submitted within 60 days after you discover a problem with the product at issue, and you must provide proof of purchase and/or proof of installation. To fully evaluate your claim, we will ask you to provide, at your expense, pictures and products samples for us to test. You must do so to be eligible to make a claim under this warranty. To make a claim, please call us at 866-312-1837. All samples shall be sent to Alpha ProTech Engineered Products, Inc. c/o Warranty Claims, 301 S. Blanchard Street, Valdosta, Georgia, 31601. Any repairs or replacements made before a determination is made on your claim may result in its denial and/or you being responsible for the costs of the repairs or replacement. Failure to properly notify Alpha ProTech Engineered Products, Inc. of a defect, and/or unauthorized repairs or alterations, and/or misuse or misapplication of product will void this warranty completely.

### NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified, unless made in writing and signed by an officer of Alpha ProTech Engineered Products, Inc. This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

### LIMITATIONS

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

# REX™ FORTIS LIMITED WARRANTY

## Continued

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM ALPHA PROTECH ENGINEERED PRODUCTS, INC. REGARDING THE PRODUCTS DISCUSSED HEREIN AND REPRESENTS THE SOLE REMEDY AS TO ANY SUCH PRODUCTS. ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAKES NO OTHER REPRESENTATIONS, WARRANTIES, OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY. ALPHA PROTECH ENGINEERED PRODUCTS, INC. HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING THIS PRODUCT.

ALPHA PROTECH ENGINEERED PRODUCTS, INC.'S SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OR REPLACEMENT, AS APPLICABLE, OF THE PRODUCT AND, IF APPLICABLE, THE LABOR REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCTS TO MEET THE APPLICABLE PHYSICAL PROPERTIES DATA SHEET AND THE TERMS OF THIS ALPHA PROTECH WARRANTY.

ALPHA PROTECH ENGINEERED PRODUCTS, INC. IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER TYPE OF CLAIM. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN TYPES OF DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

### MANDATORY ARBITRATION

ALPHA PROTECH ENGINEERED PRODUCTS, INC. AND YOU AGREE TO ARBITRATE ALL DISPUTES AND CLAIMS ARISING OUT OF OR RELATING TO ANY DEFECTS IN ALPHA PROTECH ENGINEERED PRODUCTS, INC.'S PRODUCTS AND/OR THIS WARRANTY. THIS WARRANTY EVIDENCES A TRANSACTION IN INTERSTATE COMMERCE, AND THE FEDERAL ARBITRATION ACT GOVERNS THE INTERPRETATION AND ENFORCEMENT OF THIS PROVISION. A PARTY WHO INTENDS TO SEEK ARBITRATION MUST FIRST SEND TO THE OTHER, BY CERTIFIED MAIL, A WRITTEN NOTICE OF INTENT TO ARBITRATE ("NOTICE"). THE NOTICE TO ALPHA PROTECH ENGINEERED PRODUCTS, INC. SHOULD BE ADDRESSED TO: ALPHA PROTECH ENGINEERED PRODUCTS, INC. C/O WARRANTY CLAIMS, 301 S. BLANCHARD STREET, VALDOSTA, GEORGIA, 31601. ("ARBITRATION NOTICE ADDRESS"). THE NOTICE MUST (A) DESCRIBE THE NATURE AND BASIS OF THE CLAIM OR DISPUTE AND (B) SET FORTH THE SPECIFIC RELIEF SOUGHT ("DEMAND"). IF THE PARTIES DO NOT REACH AN AGREEMENT TO RESOLVE THE CLAIM WITHIN 30 DAYS AFTER NOTICE IS RECEIVED, YOU OR ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAY COMMENCE AN ARBITRATION PROCEEDING. ALL ISSUES ARE FOR THE ARBITRATOR TO DECIDE, INCLUDING THE SCOPE OF THIS ARBITRATION CLAUSE, BUT THE ARBITRATOR IS BOUND BY THE TERMS OF THIS WARRANTY. THE ARBITRATION SHALL BE GOVERNED BY THE COMMERCIAL DISPUTE RESOLUTION PROCEDURES AND THE SUPPLEMENTARY PROCEDURES FOR CONSUMER RELATED DISPUTES (COLLECTIVELY, "AAA RULES") OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"), AS MODIFIED BY THIS WARRANTY, AND SHALL BE ADMINISTERED BY THE AAA.

YOU AND ALPHA PROTECH ENGINEERED PRODUCTS, INC. WAIVE THE RIGHT TO A TRIAL BY JURY.

YOU AND ALPHA PROTECH ENGINEERED PRODUCTS, INC. MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

YOU ALSO AGREE THAT AN ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING.

### GOVERNING LAW

This warranty and all disputes arising from any defect in a product manufactured and/or sold by Alpha ProTech Engineered Products, Inc. shall be governed by United States federal law (to the extent United States federal law is applicable) and the laws of the state of Georgia, without regard to conflict of laws principles. Subject to the Arbitration Provision in this warranty, if there are any disputes that cannot be arbitrated, the parties consent to the exclusive jurisdiction and venue of the state and federal courts of Lowndes County, Georgia for any dispute arising from this warranty.

### SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is unlawful or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to the effect of the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

**THIS WARRANTY IS NOT A PERFORMANCE CLAIM.**