# Grip-Rite Moisture ProTection System 15-Year Limited Warranty





# GRIP-RITE MOISTURE PROTECTION SYSTEM PRODUCT WARRANTY

PrimeSource® Building Products, Inc. (hereinafter "Grip-Rite") warrants that, subject to the terms and conditions below, for buildings in which its weather resistive barrier, flashing, and adhesive products (each, the "Product" more than one, the "Products") are installed in combination with each other as a full moisture protection system (the "System"), Grip-Rite will pay the cost of materials and labor to repair any leaks resulting solely from the failure of one or more Products in the System (the "Warranty"). The "Purchaser" is the owner or owners of the building in which the Products are installed. The Warranty begins on the Purchaser's date of purchase of the Products and lasts for fifteen years (the "Warranty Period").

## **WARRANTY REQUIREMENTS**

For the Product to be eligible for coverage under the Warranty, the Purchaser (and/or his or her installer) must have complied with each of the following requirements:

- The installed System must include at least one product from each of the following three product categories:
  - a. Weather Resistive Barriers:

GRIP-RITE® PROWRAP™-SA
GRIP-RITE® WEATHERRESISTOR™ HP
GRIP-RITE® COMMERCIAL GRADE
WEATHER BARRIER
GRIP-RITE® PREMIUM HOUSE-WRAP
GRIP-RITE® HOUSE-WRAP-E
GRIP-RITE® HOUSE-WRAP-LWE

b. Flashing/Tapes:

GRIP-RITE® PROWRAP™ BUTYL WINDOW & DOOR PROTECTOR
GRIP-RITE® WINDOW & DOOR PROTECTOR
GRIP-RITE® HOUSE WRAP SEAM TAPE

c. Adhesive:

FRANKLIN TITEBOND® WEATHERMASTER SEALANT

- Installation of the Product(s) must have been completed in accordance with Grip-Rite's published installation instructions specific to each Product in the System.
- 3. The Product(s) must have been installed in North America or on an island located in the Caribbean.

#### **CLAIM PROCEDURE**

Warranty claims must be made in writing to Grip-Rite by email at warranty@primesourcebp.com no later than thirty (30) days after a potential claim covered under this Warranty is or should by reasonable diligence have been discovered. Failure to give such notice within the time stated herein shall relieve Grip-Rite of all liability and any obligation to repair any leak otherwise covered by this Warranty. Warranty claims should include the original proof of purchase of the Products, along with sufficient information to allow Grip-Rite to evaluate the claim. Grip-Rite reserves the right to physically inspect the Products subject to the claim and collect samples thereof at their location of installation. For any questions regarding the Warranty or the claims process, you may call our toll-free number at 1-800-676-7777.

#### **DISCLAIMERS**

THIS WARRANTY SETS FORTH THE ONLY WARRANTY EXTENDED BY GRIP-RITE FOR ITS ENVELOPE SYSTEM, AND THE PROVISIONS OF THIS WARRANTY SHALL CONSTITUTE THE ENTIRE LIABILITY OF GRIP-RITE AND THE PURCHASER'S EXCLUSIVE REMEDY FOR BREACH OF THIS WARRANTY. NO OTHER WARRANTY MADE BY GRIP-RITE OR ITS AGENTS, WRITTEN OR OTHERWISE COMMUNICATED, WHICH IS NOT CONTAINED OR AUTHORIZED HEREIN, WILL BE RECOGNIZED BY GRIP-RITE.

## **LIMITATION OF LIABILITY**

ALL IMPLIED WARRANTIES, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE DISCLAIMED. THESE WARRANTIES ARE NOT WARRANTIES OF FUTURE PERFORMANCE OR STATEMENTS OF THE USEFUL LIFE OF ANY GRIP-RITE PRODUCT, BUT ONLY WARRANTIES TO REPAIR, REPLACE, OR REFUND

GRIP-RITE'S LIABILITY SHALL UNDER NO CIRCUMSTANCES EXCEED THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE DEFECTIVE PRODUCT(S) PLUS THE REASONABLE COST OF LABOR TO PERFORM ANY LEAK CORRECTION, NOR SHALL GRIP-RITE UNDER ANY CIRCUMSTANCE BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, WHETHER DIRECT OR INDIRECT.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO THE PURCHASER.

The Warranty shall be governed and construed in accordance with the laws of the State of Texas, without regard to its conflict of laws. Any legal action concerning the Warranty shall be litigated in the courts of the State of Texas, to which the Purchaser agrees to submit to personal jurisdiction.

THIS WARRANTY GIVES THE PURCHASER SPECIFIC LEGAL RIGHTS, AND THE PURCHASER MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

If this Warranty is found not to apply, individual Product warranties may apply instead.



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