



10 Year Limited Warranty

What is Warranted and for How Long

Guardian Building Products Distribution Canada, Inc. ("Guardian"), subject to the terms and conditions below, warrants that its GuardWrap housewrap (the "Product") originally installed on a residential home is manufactured in all material respects to Guardian's Technical Specifications for the applicable Product in effect at the time of manufacture and meets NRC/IRC/CCMC Master Format 07102, Technical Guide for Sheathing, Membrane, Breather-type for a period of ten (10) years from the date of original proper installation as part of the building envelope. Liability under this warranty is limited, at Guardian's exclusive option, to Guardian replacing defective Product without charge at the place of original delivery (or original installation) or, in the alternative, a refund of the original purchase price for such defective Product, subject to a pro-rated reduction after the fifth year. After the fifth year, the amount of purchase price refund or material replacement will be reduced pro rata based on the number of years remaining in the original warranty period. In those instances in which Guardian determines that only a portion of the Product manifests a defect, Guardian reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product and will extend for the balance of the warranty period remaining at the time of replacement. Any Product considered to be defective should not be installed.

Who is Covered

Except where prohibited by applicable law, this warranty is granted solely to the original end-user product customer and is non-transferable. "Original end-user customer" means the original purchaser who installs the Product in the purchaser's property, or one who contracts through a remodeler or contractor for the original purchase and installation of the Product for his property, or the first buyer of a property that contains the Product as a new installation.

How to make a claim

In the event you believe that Product fails to conform to this warranty, you must notify Guardian in writing at **Guardian Building Products, 979 Batesville Road, Greer, SC 29651, Attention: GuardWrap® Claims Department**. Such notice must be made

within sixty (60) days of the date the claimed defect was first discovered or reasonably could have been discovered. Notice must include a general description of the alleged defect as well as proof of the date of purchase. Guardian may also require proof of property ownership. Guardian must be provided with a reasonable opportunity to inspect the residence. Guardian will then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to Guardian. If such examination does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its removal from the customer or installation location. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

Limitations

This warranty is void and does not cover damages arising under any of the following conditions:

1. Improper installation of the Product, improper construction practices or design not in accordance with the applicable building code or any change from construction plans or specifications properly approved for the residence. Installation Instructions are printed on the Product, and Installation Instructions and the Technical Specifications for the applicable Product are available at www.guardianbp.com.
2. The negligence, gross negligence or willful or intentional misconduct of any third party.
3. Defects in the structure or component of the structure in which the Product is installed, or premature deterioration of the building materials.
4. The Product fails, is rendered defective, or is damaged as a result of materials installed or stored near the Product.
5. The Product is damaged or a failure is caused by modifications not executed by Guardian, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
6. The Product is deliberately damaged or damaged by abuse, vandalism or improper use.
7. UV exposure of the Product in excess of those set forth under NRC/IRC/CCMC Master Format 07102, Technical Guide for Sheathing, Membrane, Breather -type.

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8. The Product fails as a result of any other cause not involving (i) manufacturing defects in the Product or (ii) the failure of the Product to meet the acceptance criteria for NRC/IRC/CCMC Master Format 07102, Technical Guide for Sheathing, Membrane, Breather -type.

Each purchaser of the Products is solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Each purchaser should consult local building and safety codes for specific requirements.

Guardian reserves the right to discontinue or modify any of its products without notice to consumer. If Guardian replaces any Product under this warranty, it may substitute Product designated by Guardian to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified.

GUARDIAN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No variation or change in this warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.

This warranty shall only be applicable and enforceable in Canada.

