

HomeGuard Housewrap 10-Year Limited Warranty

Definition of HomeGuard™ Products

HomeGuard[™] Woven Housewrap, and HomeGuard[™] Flashing Tape (hereinafter "HomeGuard Products"); HomeGuard[™] is a trademark of Epak Inc.

Definition of HomeGuard™ Weather Barrier System

The exclusive use and installation of both HomeGuard Products and a CCMC certified seam tape on the entire building envelope.

The warranty applies to all buildings structures that are Four-Stories or less in height. This 10-Year Limited Warranty applies to all HomeGuard Products purchased and installed on or after September 1, 2016. If HomeGuard Products are replaced or repaired under this warranty, the ongoing warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

Limited Warranty

If all HomeGuard Products are installed on the entire envelope of the Building Structure (HomeGuard™ Weather Barrier System) in accordance with applicable HomeGuard™ installation procedures, accepted industry standards and applicable building codes in a properly constructed and designed wall system, and a HomeGuard Product fails within 10 years of the installation date to meet the published specifications at the time of installation, HomeGuard Building Products, Inc. will provide replacement material and reasonable labor costs to correct the problem found to be caused solely by the failure of HomeGuard Products as expressly warranted above.

Exclusions and Limitations

This limited warranty excludes from coverage any damage to or failure of HomeGuard Products caused, in whole or in part, by any of the following:

- Natural events, any and all Acts of God, including, but not limited to, fires, floods, lightning, hurricanes, hail, windstorms, earthquakes, tornadoes, cyclones;
- Any physical penetration, of any kind including but not limited to, vandalism, damage or attack by any party, or by foreign objects or agents including animal and plant life;

- Latent or patent design defects in any of the following:
 - 1. The structure or a component of the structure (e.g. window or door);
 - 2. The installation or selection of structural material or components; or
- Any damage caused by the negligence, gross negligence or willful misconduct of Owner, or that of Owner's contractors, subcontractors, agents, or other third parties.

This warranty is null and void and of no force and effect in the event that:

- HomeGuard Products were not installed in accordance with HomeGuard written installation guidelines in effect at the time of installation.
- HomeGuard or HomeGuard Building Products, Inc. or its agents are not permitted to inspect the installation of **all** HomeGuard Products in connection with any claim asserted under the limited warranty.
- HomeGuard Building Products, Inc. is not notified, in writing, by Owner of any claim of breach of warranty within thirty (30) calendar days following discovery of the potential claim.
- HomeGuard Building Products, Inc., its distributor(s) and/or the contractor are not paid in full.

How to File a Warranty Claim

Contact Epak Inc. at 800-665-8083

EXCEPT AS TO THE ABOVE LIMITED WARRANTY, EPAK INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.OTHER THAN ITS OBLIGATIONS UNDER THE LIMITED WARRANTY AS STATED ABOVE, IN NO EVENT SHALL EPAK INC. BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST PROFITS OR REVENUE, LOSS OF USE, PERSONAL INJURY OR DAMAGE TO PROPERTY CONTENTS.

For more information visit www.homeguardhousewrap.ca

This Limited Warranty is transferable.

EPAK Inc.

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www.homeguardhousewrap.ca