

# **Titan Lifetime Limited Warranty**

**Congratulations!** Thank you for purchasing Titan Housewrap products and accessories. Your choice of Epak products guarantees quality and performance that will last a lifetime and we guarantee it.

Epak warranties that the products will be free of manufacturing defects for the lifetime of the project which is deemed to be 50 years. Any and all product failures will be remedied by Epak in accordance with the following terms and conditions.

#### Products covered by this warranty

HomeGuard Titan Housewrap.

Note: This warranty does not cover HomeGuard Woven Housewrap which is covered under a separate warranty.

### Who is covered

The Lifetime Limited coverage in this warranty is designed to cover individual homeowners only. In the event that the product is installed upon property not used by individual homeowners as their residences, or for example property owned by corporations, governments, condominiums, etc. the warranty period will be limited to 30 years.

You are covered by this warranty if you live in Canada and are the original owner of the property following the construction of the structure and subsequent installation of Titan products purchased after September 1, 2016.

#### What is covered and the exclusive remedy

Epak warrants that our product will remain free from manufacturing defects that adversely affect their performance during the applicable warranty term if installed in strict accordance with published installation instructions, accepted industry standards, and applicable building codes in a properly designed and constructed wall system.

During the initial 10 year period Epak will pay the full and reasonable cost of labor and provide replacement product to repair the actual area of damage caused by any defective product. After the initial 10 year period labor will no longer be covered. Epak's contribution will be limited to providing you with replacement product or reimbursing you for reasonable cost of replacement product at Epak's sole discretion.

#### What is not covered

This warranty covers only defects in the manufacture of Titan Housewarp products. It does not cover:

• Damage caused by faulty installation, abuse, improper storage, mishandling, non standard

- installation, neglect, improper maintenance, accident, modification, fire or vandalism.
- Damage caused by prolonged exposure of the product to UV rays beyond the products specified

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limits.

- Damage caused by acts of God, including but not limited to lightning, flood, hail, or high winds.
- Damage caused by defects or failure of the structure.
- Damage caused by use of the product in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna, or any other area exposed to a heightened amount of moisture, humidity or heat.
- Damage caused by foreign objects or agents, or use of materials incompatible with Titan products.

#### Claims- what you must do

All claims under this Lifetime Limited Warranty must be made to EPAK Inc., 55 Plymouth St, Winnipeg, Manitoba R2X2V5: 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 must include 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 and address of the structure affected. All claims must also include acceptable proof of the date of purchase of the product(s) as well as the approximate date of installation of said affected product(s) along with proof of property ownership.

If Epak Inc. determines that an inspection or investigation of a claim is necessary, the claimant must provide access for a Epak 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 Lifetime Limited Warranty.

THIS LIFETIME LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES SHALL EPAK 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. NO EMPLOYEE, AGENT, OR REPRESENTATIVE OF EPAK OR ANY RETAILER HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS WARRANTY OR TO OFFER DIFFERENT OR ADDITIONAL WARRANTIES

THIS WARRANTY IS NON-TRANSFERABLE.

## **EPAK Inc.**

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