

ALTA® HOUSEWRAP PRODUCTS 10 YEAR LIMITED WARRANTY

ANCI, Inc. extends the following warranty to the Owner of a Covered Structure in the United States or Canada, upon the terms and conditions set forth herein.

Definitions

Product – Shall mean Alta® HP, Alta® LP, and Alta® Commercial housewrap purchased from ANCI or an authorized reseller.

Covered Structure – Shall mean all residential building structures in the United States or Canada that are less than or equal to five stories in height and fifty feet in height, excluding manufactured or modular buildings or homes.

Limited Warranty

ANCI, Inc. warrants that, for a period of ten (10) years from the date of purchase, Product installed on a Covered Structure will meet or exceed ANCI, Inc.'s published Product specifications for water and air resistance in effect on the date of installation if such Product is installed in a properly designed and constructed wall system in strict accordance with 1) the applicable installation instructions published or provided by ANCI, Inc., 2) accepted industry standards for the particular type of structure, and 3) all applicable building codes. If the Product fails to meet the published specifications set forth by ANCI, Inc. and said failure causes damage to the Covered Structure, then ANCI, Inc. will provide replacement Product and pay the contractor of ANCI, Inc.'s choosing for reasonable costs of labor and materials to correct problems found to be caused solely by failure of the Product. ANCI, Inc. will only be responsible for repair of the area of the wall system that is actually damaged. ANCI, Inc. may, at its sole discretion, use or provide the same Product or any substantially similar product manufactured by ANCI, Inc. at the time of replacement. To qualify for this Limited Warranty, installation of the building envelope for the Covered Structure must be completed using exclusively ANCI, Inc. products and must include the following: 1) a ANCI, Inc. manufactured housewrap Product listed above, 2) ALTA Flex Flash or ALTA Straight Flash flashings, 3) ALTA Seam Tape, and 4) any such other ANCI, Inc. products listed in the applicable installation instructions published or provided by ANCI, Inc. Use of any other flashing or tape products, or any building envelope material, that is not purchased from ANCI, Inc. or an authorized retailer will void this warranty.

Limitations and Exclusions

This Limited Warranty extends to the original owner of the Covered Structure at the time the Product is installed and only applies to Product purchased and installed on or after March 1, 2015. This Limited Warranty is not transferrable. Repair of a Covered Structure and/or replacement of Product under the terms of this Limited Warranty shall not extend or renew the term of the Limited Warranty in any way. The period for the Limited Warranty shall continue to run from the date of purchase of the original Product and shall not be extended based on any repair or replacement. Replacement Product is not covered by this Limited Warranty.

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The Limited Warranty shall not apply if any of the following are true:

- 1. The alleged damage is due, in whole or in part, to abuse or mishandling of the Product, improper installation, improper maintenance or storage, modification of the Product, unintended use of the Product, the presence of some foreign object or agent that is not compatible with or damaging to the Products, any deviation from approved building or construction plans or project specifications, failure to follow any requirements or guidelines by the façade manufacturer, improper building design or practices, damage which is caused primarily by someone or something other than ANCI, Inc., or failure to follow ANCI, Inc.'s installation instructions.
- 2. The alleged damage is caused, in whole or in part, by the negligence, gross negligence, or willful misconduct of the builder, general contractor, installer of the Product, or any third party, including the Owner of the structure.
- 3. Any building envelope products are used that are not manufactured by ANCI, Inc.
- 4. The alleged damage is caused, in whole or in part by
- 5. The Product is not purchased from ANCI, Inc. or a retailer authorized by ANCI, Inc. to sell the Product.
- 6. The structure is greater than five stories in height or greater than fifty feet in height or a manufactured or modular building or home.
- 7. The alleged damage is caused, in whole or in part, by an Act of God or force majeure, including but not limited to fire, lightning, flood, hurricane, high winds, or hail.

ANCI, INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER SUCH WARRANTIES, INCLUDED BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IF SUCH IMPLIED WARRANTIES CANNOT BE WAIVED UNDER APPLICABLE LAW, THEY WILL ONLY BE APPLICABLE FOR ONE YEAR AFTER THE INITIAL PURCHASE OF THE PRODUCT. UNDER NO CIRCUMSTANCES SHALL ANCI, INC. BE LIABLE, IN TORT OR IN CONTRACT, FOR ANY INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES; DAMAGE TO PERSONAL PROPERTY; LOST PROFITS; LOST REVENUE OR LOSS OF USE. ANCI, INC.'S SOLE LIABILITY UNDER THIS WARRANTY SHALL BE LIMITED TO THE COST OF REPLACEMENT PRODUCT AND REASONABLE LABOR NECESSARY TO REPAIR ANY DAMAGE CAUSED BY ANCI, INC.'S PRODUCT.

This Limited Warranty may not be modified or expanded by any employee, agent, or representative of ANCI, Inc. or any retailer of the Product, unless such modification is in writing, on ANCI, Inc. letterhead, and signed by an authorized employee of ANCI, Inc. Any modifications or expansions shall be presumed invalid.

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Making a Claim

Any potential claims under this Limited Warranty must be made in writing, postmarked within 90 days of discovery of the issue giving rise to the potential claim, and mailed to: ANCI, Inc., ATTN: Technical Manager, 600 Townpark Lane, Suite 075, Kennesaw, Georgia, 30144. All claims must include the name, address, and phone number of the claimant, the address of the Covered Structure, the date that the potential claim was initially discovered, a statement or description of the nature of the claim, and Claimant must provide proof that the Product was purchased and installed within the 10 year Limited Warranty period. If ANCI, Inc. determines, at its sole and absolute discretion, that an investigation of the claim is necessary, the claimant must grant ANCI, Inc. access to inspect the property specified in the claim and to take photographs and samples within 60 days of ANCI, Inc.'s request to inspect the property. Claimant's failure or refusal to comply with these procedures shall void this Limited Warranty.

Any disputes arising out of or related to this Limited Warranty shall be submitted to final and binding arbitration before the American Arbitration Association in accordance with its Commercial Arbitration Rules. Any arbitration shall be heard and conducted in the State of Georgia. This Agreement will be interpreted, construed, and governed according to the laws of the State of Georgia.

Additional Warranty Information

If any provision of this Limited Warranty or the application of it to any person, entity or circumstances is held invalid for any reason whatsoever, this invalidity will not affect the other provisions of this Limited Warranty or the application of the other provisions to any other person, entity or circumstances.

Installation instructions, Product Specifications, and additional information may be found at

www.alta360housewrap.com



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