

TRI-BUILT® Building Wrap C - Ten Year Limited Warranty

TRI-BUILT® Materials Group, LLC warrants to (the “Buyer”), that the products Building Wrap C, hereafter called (“Product”), shall comply with the Product’s published specifications and accepted industry standards at the time of shipment for a period of ten (10) years from the sales invoice date (the “Effective Date”). The above warranty shall be VOID if: 1.) Any part of the Product is exposed to ultraviolet radiation after siding installation; 2) The Product has been installed and left uncovered without code-compliant siding for more than 180 days; 3) The Product is not installed in strict compliance with Seller’s application guidelines; or 4) The Products are not found to be the sole cause of failure as expressly warranted above.

As Buyer’s sole remedy under this warranty, Seller shall, at its sole election, either 1) repair the defective Product, 2) supply replacement Product for the portion of the Product that has been proven to be defective within the warranty conditions, or 3) refund the purchase price for that portion of the Product proven to be defective. Buyer shall pay all handling or transportation charges.

Buyer must give Seller written notice of any defects within 30 days from the date that the defect was discovered. Such notice shall be sent to National Product Manager, TRI-BUILT® Materials Group, LLC, PO Box 70, Rutherford, NJ 07070. Failure to timely give Seller timely notice of a defect, or unauthorized repair, alteration, misuse or misapplication of the Product by Buyer, makes this warranty VOID.

In furtherance of and not in limitation of the foregoing, Seller will have no liability under this warranty for:

- a. any damage to the interior or exterior of any building or any property contained therein;
- b. any costs incurred for repair or disposal; or
- c. any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which the Products are installed.

In all cases, the replacement Product is warranted only for the remainder of the original product Warranty. The Seller reserves the right to discontinue or modify any of its products, without notice to the Buyer and shall not be liable to the Buyer as a result of this modification or discontinuance.

Any refund or material replacement by The Seller shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.

The warranties set forth herein are Seller’s sole and exclusive warranties. In no event shall Seller be liable for other damages, including, without limitation, or for special, incidental, punitive or consequential damages.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

No part of this warranty may be changed or cancelled except by a written document signed by Seller and Buyer. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the warranty. Buyer may not assign or permit any other transfer of this warranty without Seller’s consent.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

The warranty shall be governed by the laws of the state of Ohio, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the state or federal courts of Cuyahoga County, Ohio.