

# SURROUND<sup>®</sup> HOUSE WRAP LIMITED WARRANTY FOR SINGLE-FAMILY RESIDENCES

## Limited Warranty

Fiberweb, Inc. ("Fiberweb") warrants to the Owner of a Single-Family Residence in the United States or Canada in which the SURROUND Housewrap ("Product") is installed, that the Products will perform in accordance with applicable Specifications and Characteristics for a period of [10 years] after the purchase of the Product from Fiberweb or an authorized reseller ("Warranty Period") if (1) the Products are installed in strict accordance with the applicable Installation Instructions, accepted industry standards and applicable building codes (2) in a properly designed and constructed wall system.

## Definitions

As used in this Limited Warranty, the following terms have the following meanings:

- "Single-Family Residence" means a dwelling which is designed, occupied or intended for occupancy by one family, which is permanently situated on a lot owned by the owner of the dwelling, which is physically detached from any other dwelling, and which does not include a manufactured or modular home.
- "Owner" means the first owner of a Single-Family Residence following the installation of the Product who also resides in (or intends to reside in) the Single-Family Residence or who leases the Single-Family Residence to others for use as a Single-Family Residence.
- "Specifications," "Characteristics" and "Installation Instructions" are those that Fiberweb publishes at <http://www.typar.com/downloads/> and that are in effect on the date of the purchase of the Products from Fiberweb or an authorized reseller.

## How to Make a Warranty Claim

All claims under this Limited Warranty must be made in writing to Fiberweb, Inc., 70 Old Hickory Blvd., Old Hickory, Tennessee 37138, Attention: Technical Manager. All claims (1) must be postmarked no later than 60 days after the initial discovery of the condition giving rise to the claim and within the Warranty Period, (2) must include the name, address and phone number of the claimant, the nature of the claim, the date of the initial discovery of the condition giving rise to the claim, and the number of stories and address of the Single-Family Residence affected, and (3) must include reasonable proof of the date of the purchase of the Products from Fiberweb or an authorized reseller.

## What Fiberweb Will Do

If a Product fails to perform as provided in this Limited Warranty, Fiberweb will provide to Owner at no charge to the Owner, replacement Product for the non-conforming Product, or affected portions of the non-conforming Product, that (A) the same Product or (B) a successor Product Fiberweb manufactures at the time of the replacement. The warranty period for replacement Product will be the balance of the original Warranty Period.

## Inspection

If Fiberweb determines that an inspection of the Single-Family Residence or an investigation of a claim is necessary, the claimant must provide prompt access for a Fiberweb representative to inspect the Single-Family Residence specified in the claim and to conduct an investigation, including taking photographs and samples. The claimant's failure to follow these claim procedures or to allow a requested inspection will void this Limited Warranty.

## Arbitration

To the extent not prohibited by law, any controversy or dispute arising out of or relating to this Limited Warranty, including alleged torts, shall be resolved exclusively by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules (including its Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction. Any arbitration shall be conducted in Davidson County, Tennessee in the English language. Some jurisdictions do not allow mandatory arbitration so the above arbitration provision may not apply to you.

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## **NOTICE OF ARBITRATION AGREEMENT**

(For jurisdictions where mandatory arbitration is permitted by law)

**This Limited Warranty provides that all disputes between you and Fiberweb will be resolved by BINDING ARBITRATION.**

**You thus GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend your rights under this Limited Warranty (EXCEPT for matters that may be taken to SMALL CLAIMS COURT).**

**Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury.**

**You are entitled to a FAIR HEARING, BUT the arbitration procedures are SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT.**

**Arbitrator decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.**

## **Limitations**

This Limited Warranty shall not apply to damage to Product or a Single-Family Residence caused by or resulting from any of the following:

- Abuse, mishandling, nonstandard use or application, neglect, improper maintenance, accident, modification, damage or vandalism by any party other than Fiberweb.
- Foreign objects or agents, or use of materials incompatible with the Products, including any caulks or sealants containing solvents or plasticizers coming into contact with the adhesive portion of TYPAR® Flashing RA™.
- Defects in the Single-Family Residence or a component of the Single-Family Residence.
- Any penetration of the building envelope of the Single-Family Residence unless the penetration is made in accordance with applicable Installation Instructions for the Products.
- Use of any Products in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna or spa, or any other area exposed to a heightened amount of moisture, humidity or heat.
- Acts of God and other force majeure events, including lightning, flood, hail or high winds.

**ALL IMPLIED WARRANTIES FOR THE PRODUCTS, INCLUDING ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE SHORTER OF THE APPLICABLE STATUTE OF LIMITATIONS OR THE 10-YEAR LIMITED WARRANTY PERIOD DESCRIBED ABOVE, AND NO IMPLIED WARRANTIES WILL EXIST OR APPLY AFTER SUCH PERIOD EXPIRES. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.**

**UNDER NO CIRCUMSTANCES SHALL FIBERWEB 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. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

**IN NO EVENT SHALL FIBERWEB'S LIABILITY, WHETHER IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVER EXCEED THE PURCHASE PRICE OF THE PRODUCTS, OR PART OF THE PRODUCTS, AT ISSUE.**

**THIS LIMITED WARRANTY IS THE ONLY EXPRESS WARRANTY FIBERWEB OFFERS FOR PRODUCTS INSTALLED IN SINGLE-FAMILY RESIDENCES IN THE UNITED STATES OR CANADA. NO EMPLOYEE, AGENT OR REPRESENTATIVE OF FIBERWEB OR ANY RETAILER HAS THE AUTHORITY TO MODIFY THE TERMS OF THIS LIMITED WARRANTY OR TO**

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OFFER DIFFERENT OR ADDITIONAL WARRANTIES. This Limited Warranty is not transferable.

The laws of the State of Tennessee (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts.

If any provisions of this Limited Warranty are held to be invalid, the remaining provisions shall continue in full force without being impaired or invalidated in any way.

**This Limited Warranty gives you specific legal rights, and you may have other rights which vary between jurisdictions.**

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HOUSEWRAP



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