



HomeGuard HP Plus 10 Year Limited Warranty For Commercial Construction Applications

Definition of a Commercial Building

A "Commercial Building" as defined by this limited warranty is any building structure other than a detached one or two-family dwelling.

Definition of HomeGuard™ Products

HomeGuard™ HP Plus Housewrap, HomeGuard™ Butyl Flashing, and HomeGuard™ Seam Tape (hereinafter "HomeGuard Products"); HomeGuard™ is a trademark of HGP, LLC.

Definition of HomeGuard™ Weather Barrier System

The installation of **all** HomeGuard Products on the entire building envelope.

Limited Warranty

If all HomeGuard Products are installed on the entire envelope of a Commercial Building (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, HGP shall replace or pay for the failed HomeGuard Product.

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, and 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 HGP or its agents are not permitted to inspect the installation of **all** HomeGuard Products in connection with any claim asserted under the limited warranty.

- HGP 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.
- HGP, its distributor(s) and/or the contractor are not paid in full.
- Any of the preconditions to applying for the limited warranty are not completed or preformed accurately and completely.

How to File a Warranty Claim

Contact HGP at 866-247-4916

Sole and Exclusive Remedy

The sole and exclusive remedy for any warranty claim shall be replacement of the HomeGuard Product giving rise to such claim. In no way shall HGP's liability for any warranty claim be greater than the amount paid for such HomeGuard Products by Owner, its contractors, subcontractors, and/or agents.

This Limited Warranty applies to all HomeGuard Products installed on Commercial Buildings purchased on or after August 1, 2008.

HGP MAKES NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, OTHER THAN THAT STATED ABOVE, AND SPECIFICALLY DISCLAIMS THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HGP SHALL NOT BE LIABLE FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, OR LOSS OF USE OR BREACH OF ANY OTHER EXPRESS OR IMPLIED WARRANTY. THIS WARRANTY SETS FORTH THE ENTIRE REMEDY FOR OWNER IN THE EVENT OF A FAILURE OF THE HOMEGUARD PRODUCTS ON THE PROJECT. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS.

For more information visit www.homeguardhousewrap.com
This Limited Warranty is non-transferable.



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