

PERMA "R" PRODUCTS PERMABRACE MOISTURE MANAGEMENT SYSTEM WARRANTY

Perma "R" Products PermaBrace Moisture Management System Materials and Labor, 30-Year Limited Warranty*

Use of the Perma "R" Products PermaBrace Moisture Management System, consisting of one of the following light structural-sheathing with integrated weather-resistant barrier: PermaBrace Green, PermaBrace Red, PermaBrace Blue, PermaBrace SIB, PermaBrace Guard, or PermaBrace Guard SIB originally installed as a standard part of the building envelope; in combination with one of the following Perma "R" products: PermaTak straight, ProTak stretch, and the use of Perma "R" sheathing tape (each approved combination hereinafter collectively referred to as a "Perma "R" PermaBrace Moisture Management System") entitles you to certain quality assurance standards as provided in this Perma R PermaBrace Moisture Management System, Materials and Labor 30-Year Limited Warranty ("Warranty")

What Is Covered

Perma "R" Products ("PRP") warrants that a Perma "R" PermaBrace Moisture Management System originally installed after July 1st, 2023, will conform to the air and water resistance properties described in the applicable Evaluation Report in effect at the time of manufacture, for a period of twenty (20) years after the date of installation of the Perma "R" PermaBrace Moisture Manager System. A covered event is defined as when the problem is caused solely by the failure of the Perma "R" PermaBrace Moisture Management System to meet the air and water resistance properties in the applicable Physical Properties Data Sheet and Evaluation Reports.

This Warranty Does Not Cover Any Damages Arising From

The negligence, gross negligence or willful misconduct of any third party; (b) Acts of God, including but not limited to, fire and lightning, hurricane, high winds; (c) Vandalism by any party; (d) Defects in the structure or a component of the structure (e.g., window, door or wall system) or selection of any components of the structure, or premature deterioration of the building materials, or nonstandard use of application of Perma "R" PermaBrace Moisture Management System; (e) Foreign objects or agents, including incompatibility of materials; (f) UV exposure of the Perma "R" PermaBrace Moisture Management System in excess of that set forth in the Physical Properties Data Sheet; or (g) Improper installation or the Perma "R" PermaBrace Moisture Management System, improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications. The Perma "R" PermaBrace Moisture Management System must be installed in accordance with the Perma "R" PermaBrace Moisture Management System. The installation of the Perma "R" PermaBrace Moisture Management System. The installation guide is available by calling 1-800-647-6130 or visiting www.permarproducts.com.

How Long Coverage Lasts

This Warranty runs for thirty (30) years from the date on which the Perma "R" PermaBrace Moisture was originally installed as a standard part of the building envelope. If the Perma "R"

PermaBrace Moisture Management System is repaired or replaced, the Warranty will continue from the original date of installation and not from the date of repair or replacement.

Who can enforce this Warranty

This Warranty runs for thirty (30) years from the date on which the Perma "R" PermaBrace Moisture Management System after July 1, 2023, on a construction covered by and meeting the terms of this Warranty can enforce this Warranty. This Warranty is transferable to subsequent owners within the Warranty's 30-year coverage period. Notwithstanding the foregoing language, PRP shall have no obligation under this Warranty unless and until PRP, the authorized applicator, and the material suppliers have all been paid in full for all materials, supplies, services, and other costs which are included in, or incidental to, the Perma "R" PermaBrace Moisture Management System.

What PRP Will Do and What You Must Do

PRP will pay for the cost of the materials and labor required to correct a problem caused solely by the failure of the Perma "R" PermaBrace Moisture Management System to meet the air and water resistance properties in the applicable Physical Properties Data Sheet, Evaluation Report, and the terms of this Warranty. You will be responsible for any costs associated with or arising out of the repair or replacement or any other corrections. You must reasonably cooperate with PRP or its representatives in their efforts to fulfil their obligations under this Warranty.

How You Can Get Warranty Service

To obtain service under this Warranty, you must promptly contact PRP at 1-800-647-6130 regarding any potential claim, but no later than sixty (60) days after you discover any potential claim and provide PRP with proof of purchase and installation of the Perma "R" PermaBrace Moisture Management System. You must provide PRP with a reasonable opportunity to inspect your home within sixty (60) days after PRP receives notice of your potential claim.

Exclusion of Damages

PRP's liability under this warranty is limited to the cost of the materials and labor required to correct problems caused solely by the failure of the Perma "R" PermaBrace Moisture Management System to meet the applicable physical properties data sheet. PRP shall not be liable either in tort or in contract for any direct, incidental, consequential, or punitive damages, or lost profits, lost revenue, or loss of use, or any breach of any expressed or implied warranty.

Limitation of Implied Warranties

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. The foregoing is the only Warranty made by PRP for the Perma "R" PermaBrace Moisture Management System. No representative, dealer, or other person is authorized to make or makes any warranty, representation or promise on behalf of PRP with respect to Perma "R" PermaBrace Moisture Management System. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon PRP unless made in writing and signed by and authorized employee of PRP. This Warranty gives you specific legal rights; other rights may also be available which may vary from state to state.

This 30-Year Warranty coverage for the Perma "R" PermaBrace Moisture Management System is your ultimate assurance of lasting quality. For more information about this Warranty, please contact Perma "R" Products at 1-800-647-6130 or visit <u>www.permarproducts.com</u>

THIS WARRANTY IS NOT A PERFORMANCE CLAIM *This Warranty policy is effective July 1, 2023

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