

OX ENGINEERED PRODUCTS, LLC

HomeGuard® By Ox Engineered Products

15-Year Limited Warranty

home**GUARD**[®]
by **OX**

PRODUCTS COVERED

Water Resistive Barriers: HomeGuard® Housewrap, TITAN® Drainage Wrap

Flashings: HomeGuard® RA-Plus Flashing, Flexible Butyl Flashing, Ox Arctic Flash, TITAN® Butyl Flashing

Tape: HomeGuard® Seam Tape

Sealant: HomeGuard® Polymer Sealant

DEFINITIONS

As used in this 15 Year Limited Warranty, the following terms have the following meanings:

- **“Structure”** means a (1) Single-Family Residence, (2) a detached unit of building within a multi-family apartment, condominium or other residential project, or (3) a commercial building.
- **“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; up to four stories in height.
- **“Owner”** means the first owner of a Single-Family Residence following the construction of the Structure and the subsequent installation of the Products; 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 Ox Engineered Products publishes at www.oxengineeredproducts.com and that are in effect on the date of the purchase of the Products from Ox Engineered Products, Inc. or an authorized reseller.

SINGLE-FAMILY RESIDENCE 15 YEAR LIMITED PRODUCT WARRANTY

Ox Engineered Products warrants to the owner of a structure that is a Single-Family Residence, for 15 Years after the date of purchase of the product(s) installed on such structure, that the product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system.

15 YEAR LIMITED PRODUCT WARRANTY FOR STRUCTURES OTHER THAN SINGLE-FAMILY RESIDENCES

Ox Engineered Products warrants to the owner of a structure other than a Single-Family Residence, for a period of 15 years from the date of purchase of the Product(s) installed on such Structure, that the product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. If any product(s) fail(s) to perform as set forth herein, Ox Engineered Products will provide, at no cost, replacement product(s) only, for the failed product(s), or affected portions thereof. Such replacement to consist only of the same product(s), if available, or substantially similar product(s) being manufactured by Ox Engineered Products at the time of replacement.

15 YEAR LIMITED PRODUCT WARRANTY FOR STRUCTURES UP TO FOUR STORIES IN HEIGHT

For products comprising the building envelope of a new structure up to four stories in height, and in accordance with the terms and conditions set forth herein, Ox Engineered Products Inc. will, at its sole discretion only and based on evidence of damaged area that is gathered by inspection of said area, evaluation of installation and samples collected and subsequent testing, may agree to pay for the reasonable costs of construction (labor and materials) necessary to repair the actual area of damage to the wall system; and only the affected area of damage of the structure; if the actual area of damage is caused solely by the failure of the product(s) which was installed in strict accordance with the published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. To qualify for this 15 Year Limited System Warranty, the entire building envelope of the structure must be constructed exclusively of a combination of the products that includes at least one product from each of the four product categories listed above (WRB's, Flashing, Tape and Sealant). Use of any other building envelope product, when applicable product is available from Ox Engineered Products, Inc, or installation of products on a structure greater than four stories in height, voids this 15 Year Limited System Warranty and reverts to the Product Warranty. This 15 Year Limited System Warranty shall apply only to a structure on which the product(s) are installed during the original construction.

ADDITIONAL LIMITED WARRANTY TERMS

This Limited Warranty applies only to product(s) purchased and installed in the United States on or after October 1, 2018. The Limited Warranty is personal to the original purchaser, however, the warranty may be transferred to any subsequent purchaser(s) of your home or building during the first 15 years after the original purchase date as described above, but the warranty period as to such subsequent owners is limited to 15 years from the original purchase date. Neither replacement of product(s) nor repair of any structure under this Limited Warranty shall renew or extend the warranty term, such a term to always begin to run from the date of purchase of the product(s) to which this Limited Warranty applies. This Limited Warranty does not apply to replacement product(s) and only applies to product(s) install during the original construction of the structure. No representative, agent or employee of Ox Engineered Products, Inc. has the authority to modify the terms of this Limited Warranty.

HOW TO MAKE A WARRANTY CLAIM

To make a claim you must notify Ox Engineered Products in writing via email to warrantyclaims@oxep.com within thirty (30) days of discovery of the condition covered by the warranty and the notification includes identification of any component product(s) at issue, a description of the alleged nonconformity, current photographs of the alleged nonconformity, documentation of proof of purchase date of the product(s).

INSPECTION

If Ox Engineered Products determines that an inspection or investigation of a claim is necessary, the claimant must provide access for an Ox Engineered Products representative to inspect the structure specified in the claim and conduct an investigation, including but not limited to taking photographs and samples. Failure to follow these claim procedures will void this limited warranty. To the extent permitted by law, any controversy or dispute arising out of or relating to this limited warranty, including alleged torts, shall be resolved by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgement on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any arbitration shall be conducted in Oakland County, MI. Some jurisdictions do not allow for mandatory arbitration, so the above provision may not apply to you.

MISCELLANEOUS

Ox Engineered Products can be contacted by mail at its offices currently located at 22260 Haggerty Road, Suite 365, Northville, MI 48167. All matters covered by this Warranty shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflicts of law analysis. The warranty holder agrees that jurisdiction and venue with regard to the any suit brought which is related in anyway to a product(s) or this warranty shall reside solely in the state and federal courts serving the county in which Ox Engineered Products headquarters are then located. Accordingly, in purchasing and using product(s), purchaser consents to the exercise of personal and subject matter jurisdiction and venue over himself and his agents and employees by such courts for said purposes. To the extent that any portion of this provision may be deemed unenforceable by a court, the warranty holder intends that this provision shall be construed as broadly as possible to limit the adjudication of disputes arising from this purchase and use of the products to the courts serving the locality in which Ox is headquartered. The Warranty Holder hereby waives any right to a trial by jury. This Warranty contains the complete and exclusive agreement between the Warranty Holder and Ox Engineered Products, and supersedes any and all prior, oral or written, agreements or representatives, made by or between them. All of the clauses of this Warranty are distinct and severable, and if any clause shall be deemed illegal, void, or otherwise unenforceable, it shall not affect the validity, legality, or enforceability of any other clause or portion of this Warranty.