



# REX™ FORTIS WARRANTY

The following warranty is provided by Alpha ProTech Engineered Products, Inc. to Builders, General Contractors or Professional Installers and upon the terms set forth herein. This Limited Warranty is valid only for Alpha ProTech Weatherization Products (“Products”) as identified below and used as a system as defined below. The Products must be purchased and installed after January 1st, 2019 in the United States. If any Products are repaired or replaced under this warranty, then the ongoing warranty coverage will continue from the original date of purchase and not from the repair or replacement date.

## **25 YEAR PRODUCT ONLY LIMITED WARRANTY**

Alpha ProTech warrants, subject to the following Product specific terms and conditions set forth below, for a period of 25 years from date of purchase on single-family residence, Products will meet or exceed the water resistant performance properties (pursuant to the Water Resistant Barrier ASTM D779-03 test) in the applicable Product specific Physical Property Data Sheet in effect at the time of installation. If the Product fails to meet those water resistant properties, the Alpha ProTech sole liability will be to provide replacement Product for that portion of the defective Product. All product replacement will be in the form of Product being manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted. For structures 4 stories and above or for commercial purposes, this warranty will be limited to a period of 15 years.

## **LIMITED LIFETIME PRODUCT AND LABOR LIMITED WARRANTY**

Alpha ProTech warrants, subject to the following Product specific terms and conditions, that for the lifetime from the date of purchase, Products, identified below, when installed in strict accordance with the applicable Product Installation Guidelines, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, for single-family residence will:

For Alpha ProTech REX™ Wrap FORTIS Products meet or exceed the water resistance and air leakage performance properties pursuant to the Water Resistant Barrier test (ASTM D779-03) for water resistance and pursuant to the Air Leakage (ASTM E-2178-03) test for air leakage in the applicable Physical Property Data Sheet in effect at the time of installation.

The system must be completed with the windows and doors properly flashed using REXTREME™ Flashing products and REX™ branded tape. All flashings and seam tapes must be installed in accordance with manufactured instructions.

To qualify for this Product and Labor Warranty, you must exclusively use these Products to the extent applicable on each type of construction, subject to the Product Specific Conditions set forth below.

When all conditions under this Product and Labor Warranty are met, if damage to the building is caused solely by the failure of any these Products to meet the water resistance and air leakage specification in the applicable Physical Property Data Sheet, Alpha ProTech will provide replacement Product for all such defective Products and pay all reasonable construction repair costs to replace any such product. Alpha ProTech will not have any liability under this warranty for the repair or cost of repair for more than the actual area of damage. For all structures four stories and above or for commercial purposes, this warranty will be limited to a period of 25 years

## **PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS**

- The system must be comprised exclusively of REX™ FORTIS, REX™ branded tape and REXTREME™ Flashing products. The use of any other building envelope, tape or flashing products will void this Product and Labor Warranty.
- Substitution of any other building envelope or tape products when there is an applicable Alpha ProTech Product available will void this Product and Labor Warranty unless written permission is obtained from Alpha ProTech in the event it is necessary as determined by Alpha ProTech in writing.
- In order for the Flashing Products to be covered under the Product and Labor Warranty, all other applicable Alpha ProTech Products, including Wrap and Tape Products, must be used. Flashing Products used alone will only be covered by that Product Warranty.

# REX™ FORTIS WARRANTY

## Continued

### WHAT IS NOT COVERED

Our warranty does not cover damage to the product due to any cause not expressly covered in this warranty. Some, but not all examples of conditions not covered by this warranty include:

- The negligence, gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
- Acts of God, including but not limited to, fire and lightning, hurricanes, high winds or any type of storm related damages.
- Vandalism or attack by any party.
- Defects in the structure or a component of the structure or selection of any components of the structure, premature deterioration of the building materials, or nonstandard use or application of the products.
- Foreign objects or agents.
- UV exposure of the products in excess of that set forth in the Physical Properties Data Sheet.
- Improper installation of the products, 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, or failure to follow the applicable Alpha ProTech Installation Guidelines or façade manufacturer's requirements.
- Any defect arising out of the performance of any non-Alpha ProTech building envelope products.

### HOW CAN YOU GET WARRANTY SERVICE

To obtain service under this warranty, you must promptly contact Alpha ProTech at 800-749-1363 regarding any potential claim, no later than sixty (60) days after you discover any potential claim, and you MUST provide Alpha ProTech with proof of purchase and/or of installation of the Products within the 25 Year warranty period. You must provide Alpha ProTech with a reasonable opportunity to inspect the building within sixty (60) days after Alpha ProTech receives notice of your potential claim. You must also provide access to Alpha ProTech to recovery of samples of the Products from the actual installation in sufficient quantities in order to perform testing to determine whether or not the Product failed as set forth herein. If obtaining the required samples proves not to be feasible, then, in the alternative, Alpha ProTech may use retained samples for Products manufactured from the same lot as those used in the actual installation. In any case, Alpha ProTech retains all rights to full inspection prior to determination of any claim.

### EXCLUSION OF DAMAGE

Alpha ProTech Engineered Products, Inc. sole liability under this warranty is limited to the cost or replacement, as applicable, of the product and, if applicable, the labor required to correct problems caused solely by the failure of the products to meet the applicable physical properties data sheet and the terms of this Alpha ProTech warranty. Alpha ProTech shall not be liable either in tort or in contract for any direct, incidental or consequential damages, lost profits, lost revenue, loss of use or any breach of any express or implied warranty, representation, or condition.

The foregoing is the only Warranty made by Alpha ProTech. No representative, dealer or any other person is authorized to make or makes any warranty, representation, condition or promise on behalf of Alpha ProTech with respect to such Products. 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 Alpha ProTech unless made in writing and signed by an authorized officer of Alpha ProTech.

### THIS WARRANTY IS NOT A PERFORMANCE CLAIM

Alpha ProTech Engineered Products, Inc. is an American manufacturer of industry leading microperforated woven and non-woven weather resistive barriers. Our strength, drainage technology, and water resistant capabilities provide innovative solutions that enhance durability and performance on every project. Put your trust in Alpha ProTech.