

New Construction Applications

with Henkel Accepted Flashing



QUAD® WINDOW & DOOR SYSTEM

15-Year Limited Warranty for OSI® QUAD® Window and Door Installation System for New Construction Applications with Henkel Accepted Flashing

What does the 15-Year Limited Warranty Cover?

Henkel Corporation (Henkel), warrants that its OSI® QUAD® Window and Door Installation System for New Construction Applications with Henkel Accepted Flashing (2-Part System) will perform, defined as protecting against the intrusion of water and or moisture between the exterior surface of the window or door frame and the interior surface of the rough opening, for a period of 15 years from the date of original installation:

- When the 2-Part System (OSI® QUAD® Max and OSI® QUAD® Foam) is used to install a window or an exterior door for weatherproofing applications, according to ASTM C1193, in the construction of a new dwelling or addition to an existing structure, in residential and light commercial buildings, and
- if the 2-Part System is installed in exact conformity with Henkel's product installation guidelines, published data sheets, and the then current installation procedures of the appropriate ASTM and AAMA guidelines, and
- by an installer, certified by Henkel in the use of the 2-Part System (Covered Person), and
- in the fifty (50) United States on or after June 1, 2016.

If the 2-Part System does not perform, Henkel, as its sole liability will reimburse for the reasonable cost of labor and materials to repair and or replace, at actual cash value, property damaged as a direct result of the failure of the 2-Part System, up to the value of \$10,000 per dwelling unit or addition. Henkel is not responsible for Henkel accepted flashing.

Who is Covered Under this Limited Warranty?

This Limited Warranty applies only to the Covered Person.

What are the Conditions of the Limited Warranty?

Henkel's liability hereunder to the Covered Person shall be subject to the following terms and conditions:

- The window and or door must be installed at the time the 2-Part System is applied and according to the window or door manufacturers' printed installation instructions and all building codes adopted by federal, state, or local governments or government agencies and applicable to the installation. Failure to install prior to stated expiration date, can affect 2-Part System performance and may void this Limited Warranty.
- Use of the System must be registered by the Covered Person within sixty (60) days at www.ositough.com/limitedwarranty.
- Proof of purchase required to substantiate the warranty request.

How to Make a Warranty Request?

A warranty request must be made immediately, in writing, and in no event more than ten (10) business days upon discovery and before beginning any permanent repair. Notice must be sent to: Henkel TCS Department, 26235 First Street, Westlake, Ohio 44145. The notice must describe the location and enough information, including photos, as is necessary for Henkel to investigate the request. 2-Part System samples may be required by Henkel's TCS Department. The Covered Person must, at its expense, provide for protection of all property that could be affected until the warranty request is finalized.

What Is Not Covered?

This Limited Warranty to the Covered Person does not cover damage or defects resulting from, or in any way attributed to: (a) the installation of the window or door (including, without limitation, failure of the 2-Part System to be installed in strict compliance with these terms and conditions); (b) the improper storage, shipping, handling or installation of the 2-Part System; (c) neglect; (d) abuse; (e) misuse; (f) repair or alteration; (g) settlement or structural movement and/or movement of materials to which the 2-Part System is attached; (h) damage from incorrect design or construction of the structure; (i) exceeding the maximum designed wind loads as specified in ASTM E547 results; (j) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena; (k) growth of mold, mildew, fungi, bacteria, or any organism on any surface of the window, door, or 2-Part System not as a result of compromised 2-Part System performance (whether on the exposed or unexposed surfaces) and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (l) lack of proper maintenance; and (m) fade or chalk of the OSI® QUAD® Max finish due to normal weathering. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any sealant surface to gradually fade, chalk or accumulate dirt over time; (n) structural sealant applications; (o) Henkel accepted flashing tapes or membranes. A complete list of accepted flashing tapes or membranes can be found at www.ositough.com/accept-edflashing. Standard manufacturer warranties, if any, on Henkel accepted flashing tapes or membranes would apply. Compensation under this Limited Warranty does not apply if permanent repairs are made prior to Henkel having the reasonable opportunity to physically inspect the dwelling unit or addition.

What Are the Warranty Disclaimers?

The statements in this Limited Warranty constitute the only warranty extended by Henkel for OSI QUAD Window and Door Installation 2-Part System for New Construction Applications with Henkel Accepted Flashing to the Covered Person. HENKEL DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL HENKEL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM DEFECTS, NONDELIVERY, USE, MISUSE, OR INABILITY TO USE THE 2-PART SYSTEM OR ANY PARTS THEREOF. THIS LIMITED WARRANTY DOES NOT APPLY TO ANY CLAIM OF BODILY INJURY, SICKNESS, DISEASE, OR DEATH. Your sole and exclusive remedy with respect to any losses or damages resulting from any cause whatsoever shall be as specified above.

This limitation shall apply whether any claim arises or is alleged to arise in contract, tort (including negligence), strict liability, or otherwise. Some states do not allow the exclusion or limitation of implied warranties or the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights and you may also have to other rights which vary from state to state.

Henkel



OSITOUGH.COM