



## **SURESILL 10-YEAR LIMITED WARRANTY**

### **SURE LEVEL OF PROTECTION AND SECURITY**

#### **SureSill™ Products Material and Labor Residential 10-Year Limited Warranty to Homeowners\***

The SureSill™ Sloped Sill Pan™ models: 2.06, 4.19, 4.63, 6.625, HeadFlash™ model 1.38, HeadFlash-Flex™ models: 0.9, 1.38, SureCorner™ model 3.5, and Wet-R-Dry™ PVC Cement flashing products (hereinafter "SureSill™ Products") originally installed as a standard part of the building enclosure including at least two SureSill Flashing Products (in addition to Wet-R-Dry™ PVC Cement when applicable) on your residential home, entitles you to certain quality assurance standards as provided in this SureSill™ Products Material and Labor Residential 10-Year Limited Warranty to Homeowners ("Warranty").

#### **What is Covered and What is Not Covered:**

SureSill Ltd. ("SureSill") warrants that the SureSill™ Products originally installed on a residential home after December 1, 2007 will conform to SureSill published Product Specifications when installed in strict accordance with SureSill Installation Instructions in a properly designed and constructed wall system, for a period of ten (10) years after the date of installation of the SureSill™ Products, when the problem is caused solely by the failure of SureSill™ Products to meet those properties in the applicable SureSill™ Product Specifications.

#### **This Warranty DOES NOT COVER any damages arising from:**

- (1) The negligence, gross negligence, or willful misconduct of any third party;
- (2) Acts of God, including but not limited to, fire and lightning, hurricane, high winds;
- (3) Vandalism or attack by any party;
- (4) 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 or application of the SureSill™ Products;
- (5) Foreign objects or agents, including incompatibility of materials;
- (6) UV exposure of the SureSill™ Products in excess of that set forth in the SureSill™ Product Specifications;
- (7) Improper installation of the SureSill™ 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. The SureSill™ Products must be installed in accordance with the SureSill Installation Guidelines that are in effect at the time of the installation of SureSill™ Products. Installation Guidelines are available by calling 1-866-440-SURE and online at [www.SureSill.com](http://www.SureSill.com). While some non-SureSill™ products can be used during installation of SureSill™ Products, in order to achieve optimal weather-resistant protection, SureSill recommends that you use only SureSill™ brand products and SureSill™-Approved products.

#### **How Long Coverage Lasts**

This Warranty runs for ten (10) years from the date on which the SureSill™ Products were originally installed as a standard part of the building enclosure on your residential home. If the SureSill™ Products are 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**

Any homeowner who can provide proof of installation of at least two SureSill™ Products after December 1, 2007 on a home covered by and meeting the terms of this Warranty can enforce this Warranty. This Warranty is transferable to subsequent homeowners within the Warranty's 10-year coverage period.

### **What SureSill™ Will Do and What You Must Do**

SureSill will pay for the cost of the material and labor required to correct a problem caused solely by the failure of the SureSill™ Products to meet the properties in the applicable SureSill Product Specifications and the terms of this Warranty. You will be responsible for any other costs associated with or arising out of the repair or replacement or any other correction. You must reasonably cooperate with SureSill or its representatives in their efforts to perform their obligations under this Warranty.

### **Definition of residential home covered by this Warranty**

A residential home that is covered by this Warranty is a detached one or two family dwelling, whether it is a single family home, townhouse, or duplex, not greater than three stories high.

### **How you can get Warranty Service**

To obtain service under this Warranty, you must promptly contact SureSill at [www.SureSill.com](http://www.SureSill.com) or call 1-866-440-SURE regarding any potential claim, but no later than sixty (60) days after you discover any potential claim, and provide SureSill with proof of purchase and installation of the SURESILL™ Products. You must provide SureSill with a reasonable opportunity to inspect your home within sixty (60) days after SureSill receives notice of your potential claim.

### **Exclusion of Damages:**

SURESILL'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF THE MATERIAL AND LABOR REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE SURESILL™ PRODUCTS TO MEET THE APPLICABLE SURESILL PRODUCT SPECIFICATIONS AND THE TERMS OF THIS SURESILL WARRANTY. SURESILL SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF USE, OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES.

### **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. SOME STATES, PROVINCES OR JURISDICTIONS DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS. The foregoing is the only Warranty made by SureSill for SureSill™ Products. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of SureSill with respect to SureSill™ 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 SureSill unless made in writing and signed by an authorized employee of SureSill.

This Warranty gives you specific legal rights; other rights may also be available which may vary from state to state or, in Canada, from province to province.

This Residential 10-Year Limited Warranty to Homeowner coverage for SureSill™ Products is your ultimate assurance of lasting quality. For more information about this Warranty, please contact SureSill directly by calling 1-866-440-SURE or visit [www.suresill.com](http://www.suresill.com).

### **THIS WARRANTY IS NOT A PERFORMANCE CLAIM.**

**\*This Warranty policy effective December 1, 2007.**

**SURESILL, LTD. • 9201 BROWN LN. SUITE 111 • AUSTIN, TEXAS 78754 U.S.A.**

**TEL. 512-231-9469 • FAX 512-502-0007**