

QUICKFLASH WEATHERPROOFING PRODUCTS, INC. LIMITED 10 YEAR WARRANTY

1. **Terms of Warranty.** Subject to the limitations and exclusions set forth in this Limited Warranty, Quickflash Weatherproofing Products, Inc. (hereinafter referred to as "QWP") warrants to the original owner that the Quickflash products manufactured, inspected and distributed by QWP will remain free from leaks caused by product defects or failure for a period of ten (10) years from the date of initial installation thereof. For the purposes of this limited warranty the "original owner" is the person or entity who owned the structure upon which the Quickflash products were installed at the time of such installation. If the "original owner" is the initial builder or developer of such structure, this warranty shall be transferable one time, and one time only, from such builder or developer to the next owner of such structure following the builder or developer thereof.

2. **Remedies.** If the warranted Quickflash products leak within the warranty period due to product defects or product failure, QWP, at its sole cost and expense and at its sole election, will either furnish replacement products or refund a pro-rata portion of the original purchase price of the defective or failed Quickflash products. QWP's provision of such replacement products or payment of such pro-rata portion of the original purchase price shall fully satisfy QWP's obligations hereunder.

The pro-rata refund shall operate as follows: Within the first year of the warranty period, QWP will pay 100% of the original purchase price of the defective or failed Quickflash products which caused the leak. During the remainder of the warranty period, QWP will pay a pro-rata portion of the original purchase price of the defective or failed Quickflash products which caused the leak, based on the percentage of the warranty period remaining.

3. **Limitations and Exclusions from Warranty Coverage.** This limited warranty shall not be effective or enforceable unless the warranted products were properly installed and the building or structure upon which the Quickflash products were installed was constructed in accordance with applicable codes, regulations, plans and specifications. All Quickflash products must be installed by a properly licensed contractor.

4. **Exceptions and Exclusions from Warranty Coverage.** This limited warranty does not cover or provide warranty protection in the event of:

- a. **Improper installation.** All Quickflash products must be installed in strict accordance with the manufacturer's recommendations, the all applicable building and safety codes, recommendations from or evaluation reports issued by the International Conference of Building Officials, the applicable plans and specifications, and any other or local laws or regulations.
- b. **Improper use.** Any Quickflash products not used for their normal and intended applications.
- c. **Ancillary Costs.** The cost of any tear-out, installation, stucco, siding, framing, insulation, painting, fasteners, re-installation, refinishing, loss of use, rents, mold or mildew, interior finish or furnishings, water damages or other collateral damage.
- d. **Acts of God.** Failure of Quickflash products caused by hurricane, tornado, lightning, flood, fire, falling objects, earth movement, war, civil commotion, or other circumstances beyond the control of QWP.
- e. **Structural Failure.** Quickflash product failure caused by settling, warping, movement or distortion of the building or any part thereof.
- f. **Neglect.** Quickflash product failure due to improper handling, use, maintenance, stucco or siding failure, underlayment failure, lack of proper painting, sealing, caulking or glazing, or improper maintenance.
- g. **Product Modification.** Quickflash product failure due to unauthorized repair, use, alteration, installation or modification of the Quickflash products.
- h. **Structure Modification.** Quickflash product failure due to repair, alteration, or modification of the wall, siding, stucco, roof, floor, pipes, vents, or other areas of the building where the Quickflash products were originally installed.
- i. **Failure of Other Products.** Quickflash product failure due to failure of, defects in, or repair, alteration or modification of any pipes, vents, flashings, electrical boxes or conduits, underlayments, paints, coatings, decks, fenestrations, solar heating apparatus, siding, stucco, roof, floor, or other areas where the Quickflash products were originally installed.
- j. **Consequential Damage.** Any damage of any kind whatsoever, including damage to the interior or exterior of the building, or the contents thereof.
- k. **Indirect Damages.** Damages incurred by or suffered by any person other than the "original owner" or the immediate transferee of the original owner if the original owner was the builder or developer of the structure where the Quickflash products were installed.

5. **Sole Warranty.** THIS WRITTEN LIMITED WARRANTY IS EXCLUSIVE OF AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF QWP, OR ANY OTHER PERSON, HAS AUTHORITY TO ASSUME FOR QWP ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH ANY QUICKFLASH PRODUCTS BEYOND THAT EXPRESSLY SET FORTH HEREIN. IN NO EVENT, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE OR REASON, WILL QWP BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

6. **Registration of Warranty.** This limited warranty is effective only upon timely and proper registration with QWP. To register this warranty, a Quickflash warranty registration card must be completed and signed for each development, project, project phase, or building by the purchaser, contractor, sub-contractor, or installer. A fully completed Quickflash warranty registration card must be sent via certified mail to QWP within 30 days of the installation of the Quickflash products, or within 30 days of completion of a newly constructed development, project, project phase, or building.

7. **Notification of Claims.** All claims made pursuant to this limited warranty must be submitted in writing, together with a copy of the original receipt for certified mailing of the warranty registration card, the installation dates, and applicable maintenance records, to the QWP address set forth herein, within thirty (30) days after the initial discovery of any leak, failure, problem or defect related to the Quickflash product(s). QWP reserves the right to inspect any allegedly failed or defective Quickflash products; and the owner making such claim shall preserve such products in good condition for inspection or testing by QWP or its representatives. QWP shall, within a reasonable period of time after written notification of the failure, investigate the claim as it deems appropriate. If QWP determines that any leaks are covered by this warranty, QWP will resolve the complaint under the terms of this warranty by issuing replacement products or paying the pro-rata purchase price due hereunder within sixty (60) days from such determination. QWP will not be responsible for any unauthorized replacement or the cost of replacement incurred prior to written acknowledgement by QWP that it will replace or pay for a pro-rata share of the replacement cost of such failed or defective products.

Quickflash Weatherproofing Products, Inc., 4129 Wagon Trail Ave., Las Vegas, NV 89118

Cut Along this Line to Return Warranty Registration Card

QUICKFLASH LIMITED WARRANTY REGISTRATION

Project and Phase Name(s): _____

Installation Address(s): _____

Owner's/Contractor's/Installer's Name: _____

Installation/Completion Date: _____ Contractor's License #: _____

QWP Product Numbers and Quantities: _____

Owner's/Contractor's/Installer's Signature: _____ Date: _____

Mail this completed registration form by certified mail within 30 days of installation to: Warranty Registration, Quickflash Weatherproofing Products, Inc., 4129 Wagon Trail Ave., Las Vegas, NV 89118. Retain a copy of this warranty and your certified mail return receipt for your records.