



A 40-MIL, POLYETHYLENE BLEND PEEL-AND-STICK FLASHING MEMBRANE WARRANTY

MortarFlashTM

Seller warrants for 10 years from date of purchase that products shall be free from defects in material and workmanship at time of delivery, and conform to specifications for the products set forth at the time of order acceptance. Seller's liability for breach of warranty for products delivered hereunder that are proven by Buyer to be defective or proven by Buyer to be at variance with applicable specifications shall be limited, at Seller's option, to 1) replacing or repairing such materials, or 2) refunding the sales price received by Seller for such materials. In no event shall Seller be liable for 1) materials damaged in shipment or otherwise without fault of Seller, 2) defects in products due to negligence (other than that of Seller), accident, abuse, improper installation, care or storage, 3) damage to products which have been tampered with or altered in any way other than by Seller, 4) expenses incurred by Buyer in attempting to correct any defects in products prior to or after installation. This warranty is in lieu of any and all other warranties, express or implied, arising by law or custom, including but not limited to, the implied warranty of merchantability and the implied warranty of fitness for a particular purpose.

