



This Limited Warranty applies to any product used as a component in a Harvey Climate Defense System that comprises a part of a Residence. Capitalized terms have the meanings given to them in the definitions section below.

Limited Warranty. If a Harvey Climate Defense System product fails to perform according to such product's applicable, published product specifications during the twenty (20) year period after installation as part of the Harvey Climate Defense System, Harvey shall, (i) in Harvey's sole discretion, either replace or reimburse to only the Original Owner or Subsequent Owner, as the case may be, the original purchase price of such failed Product and (ii) compensate Original Owner or Subsequent Owner for reasonable construction costs (labor and material) necessary to repair damage to the Residence caused solely by the failure of such Product.

Limitations. This Limited Warranty is the only warranty made by Harvey with respect to the HCDS Products installed on a Residence and is your **SOLE AND EXCLUSIVE** remedy under tort, warranty contract or other applicable law. This Limited Warranty is void if any Product that is a component of the HCDS has been subject to misuse, mishandling, misapplication, neglect, improper maintenance, accident, modification, adjustment, repair damage or improper installation. This Limited Warranty does not apply to Products used in commercial applications.

Definitions. For purposes of this Limited Warranty, the following terms have the meanings given to them below.

"Harvey Climate Defense System" or "HCDS", for purposes of this warranty means the building envelope sealing system comprised of HCDS Housewrap, HCDS Flashing and HCDS Tape Product, installed over the entire building envelope of a Residence when installed in conjunction with Harvey branded and manufactured prime windows and patio doors. All products must be installed in strict compliance with published Product installation procedures, accepted industry standards and applicable building codes in a properly designed and constructed wall system.

"HCDS Housewrap Product" means co-labeled Typar® housewrap.

"HCDS Flashing Product" means co-labeled Typar® Flashing.

"HCDS Tape Product" means co-labeled Typar® construction tape.

"Residence" means a detached single-family or two-family dwelling.

"Original Owner" means the owner of a Residence at the time a HCDS is installed.

"Subsequent Owner" means the owner of a Residence immediately after the Original Owner.

"Harvey" means Harvey Building Products or its successor in interest.

"Limited Warranty" means this HCDS Limited warranty for Residential Applications.

How to Make a Warranty Claim. All claims under the Harvey Climate Defense System should be made directly to Harvey Building Products by calling Harvey's Field Service Department 1-800-822-0437, visiting the Harvey website at www.harveybp.com, or sending an e-mail to fieldservice@harveybp.com. Acceptable validation, in Harvey's sole discretion, of purchase date and price, *e.g.*, a letter of invoice from builder or building material supply company, the installation date and specific description of the defect must be provided with all claims. If Harvey determines that an investigation of a claim is necessary, the claimant must permit a representative to access and view the Residence specified in the claim and to take photographs and samples, as may be necessary.

EXCEPT FOR THE ABOVE LIMITED WARRANTY, HARVEY MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIMS ALL OTHER WARRANTIES, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

OTHER THAN ITS OBLIGATION UNDER THE LIMITED WARRANTY SET OUT ABOVE, IN NO EVENT SHALL HARVEY OR ANY OF ITS SUPPLIERS BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR EXPECTATION DAMAGES OF ANY KIND ARISING OUT, RELATED TO OR IN CONNECTION WITH THE PRODUCTS, INCLUDING, BUT NOT LIMITED TO, LOST PROFITS OR REVENUE, LOSS OF USE, PERSONAL INJURY OR DAMAGE TO PROPERTY.

This Limited Warranty applies only to Products in a Harvey Climate Defense System installed on a Residence in the United States of America, its territories and Canada on or after January 1, 2010

Typar is a registered trademark of Fiberweb, Inc.