Thank you for purchasing a Firestone Enverge Building Envelope Wall Assembly. For the warranty period indicated above, Firestone Building Products Company, LLC ("Firestone"), an Indiana limited liability company, warrants to the Building Owner ("Owner") named above that Firestone will, subject to the Terms, Conditions and Limitations set forth below, repair any covered product defect in the Firestone Enverge Building Envelope Wall Assembly ("Wall Assembly").

TERMS, CONDITIONS AND LIMITATIONS

Products Covered. The Enverge Building Envelope Wall Assembly shall mean only the Firestone brand insulations, air barriers, membranes, sealants, tapes, fasteners and other Firestone brand accessories when installed in accordance with Firestone Enverge technical specifications by a Firestone-licensed Enverge Applicator. Compatibility coverage shall extend to non-Firestone brand products manufactured by third parties, provided such product is:

(i) Specifically listed in the compatible products section of the Enverge application specifications in effect at time of installation,
(ii) Was submitted on the pre-application PIN form,
(iii) Received Firestone technical approval for use in the assembly prior to installation,
(iv) Was installed in strict compliance with the published Firestone Enverge Building Envelope Wall Assembly application specifications in effect at time of installation.

"Compatibility" with regards to this warranty is defined as appropriate for use in contact with another product in a specific condition without producing a detrimental effect to either component. Detrimental effects include, but are not limited to:

(i) Causing premature deterioration of either component in an assembly,
(ii) Causing delamination of laminated material,
(iii) Causing a material to become brittle,
(iv) Causing an assembled bond/seam/splice to separate,
(v) Causing unintentional perforations in any of the assembled components

1. Notice. In the unlikely event any defect or instance of incompatibility should occur in the Wall Assembly, the Owner must give notice in writing or by telephone to Firestone within thirty (30) days of becoming aware of the defect or instance of incompatibility. Written notice may be sent to Firestone at the street address or fax number shown on the reverse side of this Enverge Building Envelope Wall Assembly Limited Warranty ("Limited Warranty"). Evidence of this notice shall be the receipt by Owner of a Firestone Leak (or compatibility claim) Notification Acknowledgement. By so notifying Firestone, the Owner authorizes Firestone or its designee to investigate the cause of the claim.
2. **Investigation.** If upon investigation, Firestone determines that the claim is not excluded under the Terms, Conditions and Limitations set forth in this Limited Warranty, the Owner’s sole and exclusive remedy and Firestone’s total liability shall be limited to the repair of the product defect. Should the investigation reveal that the claim is excluded under the Terms, Conditions and Limitations; the Owner shall be responsible for payment of the investigation costs. Failure by Owner to pay for these costs shall render this Limited Warranty null and void. If the cause of the claim is excluded from warranty coverage Firestone will advise the Owner of the type and/or extent of repairs required to be made at the Owner’s expense that will permit this Limited Warranty to remain in effect for the unexpired portion of its term. Failure by the Owner to properly make these repairs in a reasonable manner using a Firestone-licensed Enverge applicator and within sixty (60) days of notification shall render this Limited Warranty null and void.

3. **Warranty Limit.** This Firestone Enverge Building Envelope Wall Assembly Limited Warranty is limited to an accumulative claim expenditure amount equal to the original installed cost of the Enverge Building Envelope Wall Assembly.

4. **Disputes.** Any dispute, controversy or claim between the Owner and Firestone concerning this Limited Warranty shall be settled by mediation. In the event that the Owner and Firestone do not resolve the dispute, controversy or claim in mediation, the Owner and Firestone agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the courts of Hamilton County in the State of Indiana or the United States District Court, Southern District of Indiana, Indianapolis Division. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

5. **Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until Firestone and the licensed Enverge applicator have been paid in full for all materials, supplies, services, approved written change orders, warranty costs and other costs which are included in, or incidental to, the Wall Assembly. In the event that repairs not covered by this Limited Warranty are necessary in the future, Firestone reserves the right to suspend this Limited Warranty until such repairs have been completed and the licensed applicator and/or Firestone has been paid in full for such repairs.

**Exclusions.** Firestone shall have no obligation under this Limited Warranty, or any other liability, now or in the future if a leak or damage is caused by: (a) Faulty installation or poor workmanship; (b) Natural forces, disasters, or acts of God including, but not limited to, fires, hurricanes, tornadoes, hail, wind-blown debris, lightning, earthquakes, volcanic activity, atomic radiation, insects or animals; (c) Movement of the structure resulting in stresses on the Enverge Wall Assembly components and/or assemblies in excess of the published specifications for the affected product(s); (d) Act(s), conduct or omission(s) by any person, or act(s) of war, terrorism or vandalism, which damage the Wall Assembly or which impair the Wall Assembly’s ability to perform as intended including but not limited to mechanical damage by surface abrasion, individuals, tools, or other outside agents.; (e) Disintegration, deterioration or failure of building components, including, but not limited to, the building substrate, walls, mortar, penetrations, cracking, blistering, or peeling of paints, sealants, and other materials applied independent of the Enverge Building Envelope Wall Assembly, etc.; (f) Construction generated moisture, condensation or infiltration of moisture in, from, through, or around the walls, copings, rooftop hardware or equipment, skylights, building structure or underlying or surrounding materials; (g) Product substitutions not explicitly agreed to in writing by Firestone, (h) Acid, oil, harmful chemicals, or the reaction between them; (i) Alterations or repairs to the Enverge Building Envelope Wall Assembly that are not completed in accordance with Firestone’s published specifications, not completed by an approved Enverge applicator, and/or not completed with proper notice to Firestone; (j) The design of the building envelope wall assembly: Firestone does not undertake any analysis of the architecture or engineering required to evaluate what type of Wall Assembly is appropriate for a building envelope wall assembly and makes no warranty express or implied as to the suitability of its Products for any particular structure; such a determination is the responsibility of the architect, engineer or design professional; (k) Improper selection of materials for the building envelope wall assembly or the failure to accurately calculate dew points in regard to vapor retarder/barrier use and placement; (l) Deterioration to metal building materials and accessories caused by marine salt water, atmosphere, or by regular spray of either salt or fresh water; or, (m) Change in building use or purpose.

6. **Transfer.** This Limited Warranty shall be transferable subject to Owner’s payment of the current transfer fee set by Firestone.

7. **Term.** The term of this Limited Warranty shall be for the period set forth above and such term shall not be extended under any circumstances.

8. **Access.** During the term of this Limited Warranty, Firestone’s designated representative or employees shall have free access to the Enverge Building Envelope Wall Assembly during regular business hours. In the event that access to the building envelope Wall Assembly is limited due to security or other restrictions, Owner shall reimburse Firestone for all reasonable cost incurred during inspection and/or repair of the Wall Assembly that are due to delays associated with said restrictions. Owner shall be responsible for the removal and replacement of any overburdens, superstrata, cladding, veneers, or overlays, either permanent or temporary, as necessary to expose the Wall Assembly for inspection and/or repair should the need arise to investigate/service a claim.

9. **Payment Required.** Firestone shall have no obligation under this Limited Warranty unless and until the Wall Assembly for inspection and/or repair should the need arise to investigate/service a claim.
9. **Waiver.** Firestone’s failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision or of any other terms and conditions of this Limited Warranty.

10. **Governing Law.** This Limited Warranty shall be governed by and construed in accordance with the laws of the State of Indiana without regard to that State’s rules on conflict of laws.

11. **Severability.** If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force.

EXCEPT AS TO COMPATIBILITY COVERAGE AS SET FORTH HEREIN, FIRESTONE DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY FIRESTONE BEYOND COMPATIBILITY COVERAGE. FIRESTONE SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY FIRESTONE BEYOND COMPATIBILITY COVERAGE.

THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND FIRESTONE HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE THE OWNER’S SOLE AND EXCLUSIVE REMEDY AGAINST FIRESTONE, AND FIRESTONE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS OR THE ROOF DECK. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF FIRESTONE. NO OTHER PERSON HAS ANY AUTHORITY TO BIND FIRESTONE WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.