

# ThermalTight™ System

## Limited Warranty



This LIMITED WARRANTY is made by BRINC Building Products, Inc. (“BRINC”) to residential customers in the United States who purchase the products described below and is expressly subject to all the terms and conditions set forth below.

### **ThermalTight™ System LIMITED WARRANTY**

Subject to the Exclusions hereinafter described, BRINC warrants that if ThermalBuck™, ThermalTight™, BRINC Fluid FS, and BRINC Flashing Tape is exclusively used to construct the entire original exterior vertical wall system of a residential structure, and is installed and used in strict compliance with BRINC’s installation instructions and specifications as the same are posted on the respective product’s websites at the time of installation, such building exterior vertical wall system will:

1. Be free from manufacturing defects for **one (1) year** from the original date of purchase of the product(s).
2. Meet or exceed Air infiltration ASTM E283 and Water penetration ASTM E547 test standards for air hold out performance and water holdout performance pursuant to their respective test protocols for **fifteen (15) years** from the original date of purchase of the product(s).
3. Have 97% or greater R-value retention for the **lifetime** of the product as tested according to ASTM C578 standards, and not damaged by compression prior to such testing.

To qualify for the above system warranty coverage, any claim for damages to a building structure must conclusively demonstrate that all damages claimed were solely caused by a failure of a BRINC product to meet the specifications set forth above, and in such event, BRINC will: (a) repair or replace the defective BRINC product(s); and (b) pay for all reasonable repair costs necessarily incurred to repair any damage directly caused by such BRINC’s product’s failure to perform as warranted. In no event, will BRINC’s liability under this system warranty coverage exceed Ten Dollars (\$10.00) per square foot of affected wall area, or Fifty Thousand Dollars (\$50,000.00) per claim, whichever is less.

### **Warranty Claims**

Any warranty claim under the above Limited Warranty must be made within thirty (30) days of discovering any failure, or damage caused by any failure, by contacting BRINC via e-mail at <https://brincbp.com>. The party making the warranty claim MUST: (i) present BRINC with written proof of purchase and installation of the warranted products within the warranty period; (ii) if an R-value retention claim, present BRINC with written proof of the results of a test performed according to ASTM C578 standards demonstrating the R-value of the party’s specific warranted product(s) subject to such claim; (iii) timely comply with all of BRINC’s requests to inspect and photograph the damaged structure; and (iv) allow BRINC to collect one or more specimens of the warranted product, the damaged structure, and any other product used to construct or install the same, in sufficient quantity and quality as to enable forensic tests to be conducted to ascertain the actual cause of failure of the warranted product.

### **Exclusions from Warranty (Disclaimer)**

The occurrence of any of the following events or conditions, shall void any and all warranty representations and obligations of BRINC described above:

1. The inability of the purchaser, or warranty claimant, to provide written proof of the date and total purchase price of all products covered by the above warranty.

2. Any failure to install any BRINC product with BRINC Fluid FS according to BRINC's instructions and installation specifications.
3. Any damage by compression to any BRINC product.
4. Any use or application of any foreign objects or agents, or use of materials incompatible with the BRINC products, including, but not limited to, any caulks or sealant containing solvents or plasticizers coming into contact with any products manufactured by BRINC.
5. The exposure of any BRINC product to ultraviolet light for 120 (one hundred twenty) days or more.
6. Damage to any BRINC product caused by third party handling and/or delivering the product.
7. Any removal or destruction of any product used in the construction of the subject structure before BRINC has been provided with all opportunities deemed necessary by BRINC to sample and otherwise test the same.
8. Structural defects occurring during or after construction, or caused by settling or other structural movement.
9. Penetration of the exterior vertical wall system of the structure that is not sealed in accordance with BRINC's instructions.
10. Defects in any product(s) not manufactured by BRINC that are used to install, or as an exterior shell over, any warranted product.
11. Acts of God, including, but not limited to, catastrophic storms or floods, earthquakes, hurricanes, tornados, downbursts, lightning, flood, hail, and/or high winds, as well as wars, civil disturbances, riots, revolts, insurrections, looting, sabotage, fires, and explosions.
12. Use of any warranted product(s) in a room containing a pool, hot tub, whirlpool, steam room, sauna, spa, or any other heightened amount of moisture, humidity, heat, or chemicals.
13. BRINC makes no warranties except as expressly set forth herein. The remedies provided in the above express limited warranties are the sole and exclusive remedies afforded hereunder. No other warranties are made. BRINC's complete liability, and the purchaser's exclusive remedy, is limited to repair, replacement or refund as stated herein. **ALL IMPLIED WARRANTIES OF WHATEVER NATURE, ARISING BY OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE, ARE LIMITED IN SCOPE AND DURATION AS SET FORTH ABOVE.**
14. The above warranties are effective only for BRINC products purchased in the United States on or after February 1, 2024.