



DELTA[®]-MS

LIMITED WARRANTY

COSELLA-DÖRKEN PRODUCTS INC.,
subject to the limitations herein stated, warrants to the original purchaser for a
period of 10 years from the date of installation, that DELTA[®]-MS Foundation Wrap
is of good quality and free from manufacturing defects.

COSELLA  **DÖRKEN**

COSELLA-DÖRKEN PRODUCTS INC.
4655 Delta Way, Beamsville, Ontario, Canada L0R 1B4

DELTA®-MS 10-Year Material Limited Warranty

Cosella-Dörken Products Inc. (hereinafter referred to as Cosella-Dörken), subject to the limitations herein stated, warrants to the original purchaser for a period of ten (10) years from date of installation that DELTA®-MS Foundation Wrap is of good quality and free from manufacturing defects. Cosella-Dörken will replace, but not repair, the portion of product or refund the original purchase price (at their sole option) of any portion of DELTA®-MS proven defective, when installed according to the Cosella-Dörken installation instructions published at the time of installation and according to local building code requirements. If Cosella-Dörken determines that an investigation of a claim is necessary, the claimant must permit a Cosella-Dörken representative to access and view the building specified in the claim and to take photographs and samples of the installed product in sufficient quantities to perform testing, as may be necessary to determine whether or not DELTA®-MS failed as set forth herein, prior to alteration or removal of product or surrounding building components.

Cosella-Dörken must be notified in writing within the applicable warranty period and within 10 business days of the original discovery of the defect. All claims must identify the building address, the warranty claimant, and the nature of the claim. Acceptable validation, at Cosella-Dörken sole discretion, of original installation date (e.g. a letter of invoice from builder or professional installer) must be included with all written claims within the 10-year warranty period.

If any products are repaired or replaced under this warranty, then ongoing warranty coverage will continue from the original date of purchase and not from the date of repair and/or replacement. Only the unexpired warranty of the original product will remain in effect for any replacement product.

All product replacement will be in the form of product being manufactured at the time of replacement. No substitutions of products of those manufactured by other manufacturers will be permitted.

Cosella-Dörken is not responsible for structural conditions, design conditions beyond those noted in our literature, architecture, engineering or workmanship of any project.

This Limited Warranty is void if any product or system has been subject to misuse, mishandling, misapplication, neglect, improper maintenance, accident, modification, adjustment, repair damage, improper storage, improper installation, or has been subjected to excessive weather or environmental conditions beyond those for which the products or systems have been designed, tested, or approved.

The building, system and products must be properly maintained in accordance with Cosella-Dörken documents, local environmental conditions, and good building practices.

Other than its obligations under the Limited Warranty set out above, in no event shall Cosella-Dörken be liable to any person or entity for any direct, indirect, special, incidental, consequential, punitive, exemplary or expectation damages of any kind arising out of, related to or in connection with the products or systems, including, but not limited to, lost profits or revenue, loss of use, personal injury, or damage to property or loss of reputation, or any other damage or injury, whether known or unknown, that is caused or is alleged to have been caused in whole or in part by any Cosella-Dörken product.

This Limited Warranty is the only warranty made by Cosella-Dörken with respect to the DELTA®-MS installed on a building and is the sole and exclusive remedy under tort, warranty, statutory, contract or other applicable law.

This Limited Warranty applies to DELTA®-MS installed on buildings in United States of America, its territories, Mexico, and Canada purchased on or after April 1, 2011.

Except for the above Limited Warranty, Cosella-Dörken makes no other warranties, oral or written, express or implied, and disclaims all other warranties, including, but not limited to, warranties of merchantability and fitness for particular purpose. If such implied warranties cannot be waived under applicable law, they will only be applicable for one year after initial purchase. If any portion of this Limited Warranty is held illegal or unenforceable by reasons of any law, such partial illegality or unenforceability shall not affect the enforceability for the remainder of this Limited Warranty.

Cosella-Dörken will not be responsible for the cost of removal, repair or replacement of the building structure, landscaping, surrounding areas, driveways, walkways, or interior contents in connection with the replacement of the product, nor shall Cosella-Dörken have any liability or responsibility for damage to or loss of same as a result of the replacement of the product.

This Limited Warranty does not cover: negligence, willful misconduct of the builder, general contractor or professional installer or of any third party (including the building owner), acts of God, including but not limited to fire and lightning, earthquakes, hail storms, hurricane and high winds, cascading roof/floor water, ponding water, immersion in water, vandalism or attack by any party, impact of falling objects, defects in the structure or components of the structure (e.g. window, door or other components of the wall system), contamination from building site chemicals, premature deterioration of other building materials, non-standard use or application of the product, or exposure to foreign objects or agents, including the use of materials incompatible with the DELTA®-MS or other system materials, or U.V. exposure of the product in excess of that set forth in the manufacturer's physical properties data sheet published at the time of purchase.

The Limited Warranty shall not apply to any defect which is covered by new home warranty programs or for which the purchaser or homeowner otherwise receives compensation.

This Limited Warranty becomes effective only when all bills for the DELTA®-MS and DELTA® accessories have been paid.

The above remedies are to be deemed exclusive.