

ARCLIN

**FIREPOINT™**

## LIMITED WARRANTY

**Arclin USA LLC** (“Seller”) warrants to the purchasers of its **FirePoint** sheathing (the “Product”), and to the owner of the project at the time of installation of any building on which the Product is installed, according to the conditions and limitations listed below:

- FirePoint will be free from defect at the time of shipment from the Seller’s or Seller’s authorized agent’s factory.
- FirePoint will not degrade when exposed to the weather (during normal construction delays of up to six months) in such a way to render its performance less than the hourly rating it is designed to achieve, assuming it is being used as prescribed in the ICC ESR-5116.
- FirePoint was manufactured in accordance with guidelines and standards set forth by the ICC ESR-5116 and can be used specifically in the applications detailed in the latest version of the ESR available on the ICC-ES website.

The **Warranty** will remain in effect for **twenty (20)** years after the date the Product is purchased by the contractor, owner or owner’s representative for purposes of installation. This Warranty can be transferred to up to one subsequent owner of the structure, assuming original purchaser/owner of the project sends a written notification to Seller as detailed below. This Warranty cannot be assigned, sold or transferred to any other person or entity, including any later owners of the product or the structure on which the product is installed.

## WARRANTY CONDITIONS

This warranty applies only if the following conditions are met:

- The installation methods are in accordance with applicable local and national building codes and applicable published installation guidelines and specifications from Seller.
- The product has been properly handled and stored at all times according to standard building practices and Seller’s published guidelines, and has not been abused or used for an improper application.
- The building on which the product is installed is maintained with reasonable care.

- The problem/issue with the Product must not be due to:
  - structural movement of the building;
  - movement in, failure of or defects in materials to which the Product is attached or which are attached to it;
  - causes other than normal weather conditions, including but not limited to near gale or higher force winds, tornadoes, hail storms, hurricanes, floods, earthquakes or falling objects;
  - immersion in water, or sustained pooling or cascading of water; or
  - prior fires without proper remediation, vandalism, misuse or abuse

## **EXCLUSIONS AND LIMITATIONS**

This Warranty does not cover damage or claims to the extent arising from or relating to:

- Other manufacturers' products used with FirePoint Sheathing;
- Mold, mildew, algae, fungus or other conditions involving organic growth due to improper handling (submersion in water, prolonged exposure to moisture, etc.);
- Installation over structural or framing members that are or which become twisted, bowed or otherwise distorted;
- Installations on structures that have not been maintained properly or are in need of repair;
- Damage or lack of performance due to installation of other building products before or after FirePoint installation that may have compromised our system; or
- Other building materials installed over or on FirePoint such as cladding, insulation, weather barriers or others.

This Limited Warranty is the only warranty applicable to FirePoint Sheathing and IS IN LIEU OF AND EXCLUDES, AND SELLER DISCLAIMS, ALL OTHER WARRANTIES EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM, OR FOR LOSS OF INCOME OR PROFITS, DAMAGE TO ANY STRUCTURE, CONTENTS OR OTHER PROPERTY, OR LOSS OF USE. Some states prohibit the exclusion or limitation of warranties or may not allow the exclusion or limitation of incidental or consequential damages, so the above disclaimers may not apply to you. This warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state.

## **TRANSFER OR OWNERSHIP OR MAKING CLAIMS**

All transfers of ownership and warranty claims covered within the guidelines of this warranty must be submitted in writing to Seller within thirty (30) days from the time you discover a problem with FirePoint Sheathing. Include a brief description of the problem with photographs and copies of purchase orders, invoices or other documents which may show the dates of purchase and installation. You can send the information via email ([FirePointClaims@Arclin.com](mailto:FirePointClaims@Arclin.com)) or mail this information to:

Arclin USA LLC  
1150 Sanctuary Parkway  
Alpharetta, GA 30009  
Attn: Customer Service – FirePoint Claims

If Seller determines that the product in question is covered by this Limited Warranty, Seller will replace the product or, at its option and for product which has been installed, will provide reimbursement to cover costs of repair and replacement up to a maximum of two times the price paid for the product at the time of purchase for installation. Such price must be properly documented by the claimant. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY FOR ANY CLAIM HEREUNDER AND IS THE TOTAL LIABILITY OF SELLER FOR ANY CLAIM OF PROBLEMS OR DEFECTS WITH FIREPOINT SHEATHING, WHETHER BASED ON THIS LIMITED WARRANTY OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY.

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