



## AIR & VAPOUR BARRIER

# Limited Warranty

### KPNE PRODUCTS LTD (“KPNE”) - Air Barrier Products

**Limited 10 Year Product Warranty:** KPNE provides the following non-transferable limited warranty to installers and property owners at the time of installation for the KPNE products identified (Products) below.

**Products:** This limited warranty applies to the following products: RTMAX™ (Air and Vapour Barrier), QuickBreathe-SA-VP™ (Vapour Permeable Air Barrier), RT40™ (Waterproof Flashing Membrane) (collectively, the “Products”)

**Product Warranty, Limited Remedy and Disclaimer:** KPNE PRODUCTS LTD (“KPNE”) warrants these Products will be free of defects in material and manufacture and meet the applicable product specification for ten (10) years from date of first purchase. If it is determined that the Product does not conform to this warranty, KPNE’s entire liability and the sole and exclusive remedy is, at KPNE’s option, either replacement of the defective Product or refund of the purchase price provided written notification of the defect is received by KPNE within thirty (30) days after discovery of the defect. KPNE MAKES NO OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OR CONDITION OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTY OR CONDITION ARISING OUT OF A COURSE OF DEALING OR OF PERFORMANCE, CUSTOM OR USAGE OF TRADE.

This Limited Product Warranty applies only when a Product is stored, handled, and installed in accordance with KPNE’s specifications and guidelines, including Technical Data Pages, Technical Guides and Technical Bulletins which may be made available by KPNE from time to time.



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This warranty does not apply to any failure caused by or due to workmanship or improper installation of the Product, abuse of the Product, or chemical incompatibility with other materials, acts of God, including but not limited to, fire and lightning, hurricane, high winds, or floods, inadequate or faulty design of the subject structure. In addition, this warranty does not cover any costs or expenses associated with 1) the removal or replacement of any material including the exterior sheathing or facade in connection with the testing, repair, removal, or replacement of the Product and, 2) damages or repairs of any kind or nature to the subject building or its contents from air, vapour, water or otherwise.

UNDER NO CIRCUMSTANCES IS KPNE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION LOSS OF PROFIT, GOODWILL, INVESTMENT OR BUSINESS OPPORTUNITY), REGARDLESS OF THE LEGAL THEORY ASSERTED (INCLUDING WITHOUT LIMITATION BREACH OF WARRANTY, NEGLIGENCE OR STRICT LIABILITY) IN ANY WAY RELATED TO THE USE OF OR INABILITY TO USE THE PRODUCTS.

KPNE shall not be responsible or have any obligation under the above warranty with respect to Product that has been modified or damaged through misuse, abuse, accident, neglect or mishandling or has been improperly installed.

This Limited Warranty is effective for Products purchased and installed after January 2019 in Canada and the United States. If any Products are replaced under this warranty, the warranty coverage will continue from the original date of purchase and not from the date of repair or replacement.

This warranty is the sole warranty and is provided in lieu of any other warranties, whether express or implied. Neither KPNE nor any of its affiliated companies, including product manufacturers, suppliers, representatives or distributors shall be liable for labor costs, consequential damages (such as personal injuries or damage to property) of any kind, loss of profits, loss of use, or any other damage or injury, whether known or unknown, that is caused or alleged to have been caused in whole or in part by any KPNE product.

This Warranty is not valid unless and until KPNE product has been paid for in full.

For more information about this Limited Warranty, please contact your local KPNE representative or

KPNE DIRECTLY at [info@kpneproducts.com](mailto:info@kpneproducts.com)



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