

10 YEAR Labor & Material Performance Warranty for Sure Flash® Systems

Flashing Products Inc. (FPI) warrants to the original home or flashing purchaser that, for a period of ten (10) years from the date of installation, its Sure Flash Systems installed only on new, integral and continuous flanged windows or doors, will meet or exceed AAMA 502-02 water penetration resistance tests as specified below, when properly installed in accordance with FPI recommended installation procedures consisting of either Method B¹, Method B Plus¹, Drain & Vent² or Sill Pan², and industry standards. If any component of the Sure Flash Window System should fail the specified test³, FPI will pay for the cost of the labor, materials and testing to remove and replace or repair that failed component. FPI will not be responsible for failures caused by condensation or other vapor drive water damage, improper storage, shipping, handling, or installation of the Sure Flash components, neglect, misuse, abuse, improperly designed or constructed wall systems and windows, leakage from the fenestration unit, sources of moisture outside the windows flashing area, UV exposure beyond 180 days, or acts of God, including, but not limited to hurricanes, tornadoes, floods, earthquakes, severe weather^(2 not excluded) (storms where wind speeds exceed 50 mph) or other natural phenomenon, mechanical damage to the flashing components caused by individuals, tools, penetrations or other outside agents. EIFS wall cladding systems are excluded from this warranty.



To obtain service under this Warranty, the original home purchaser must promptly contact FPI regarding any potential claim, but in no event later than sixty (60) days after reasonable discovery of any potential FPI product problem. Purchaser must provide FPI with proof of proper installation of the Sure Flash Products and an independent field test of the affected window units certified by an AAMA accredited testing agency stating that the cause of the bulk water penetration was due to the failure of a properly installed Sure Flash component to meet the AAMA 502-02 test³ as specified below. Preliminary testing cost shall be paid by the original home purchaser and reimbursed by FPI only if FPI's product fails to perform as warranted. Contact information for FPI may be obtained at www.sureflash.com. In all cases, FPI's replacement product is warranted only for the remainder of the original product warranty.

No representative, dealer, entity, or any other person is authorized to make or makes any warranty, representation or promise on behalf of FPI with respect to Sure Flash Products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon FPI unless made in writing and signed by an authorized employee of FPI.

If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. This warranty shall be governed by the laws of the state of Washington, without regard to its conflicts of laws or provisions, and exclusive jurisdiction for any dispute arising from this warranty shall be in the state or federal courts of King County, Washington.

THIS EXPRESS WARRANTY IS GIVEN IN LIEU OF AND EXCLUDES ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. FLASHING PRODUCT'S SOLE OBLIGATIONS UNDER THIS WARRANTY ARE AS SET FORTH HEREIN. IN NO EVENT SHALL FLASHING PRODUCTS BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOST REVENUE OR PROFITS, LOSS OF USE, PERSONAL INJURY OR DAMAGE TO STRUCTURE OR PROPERTY CONTENTS. THIS WARRANTY IS NOT ASSIGNABLE.

¹ Warranted only for Product Performance Class R LC or C per AAMA/WDMA/CSA 101/I.S.2/A440-05 Standard/Specification for windows, doors, and unit skylights

² Warranted only for Product Performance Class R LC C HC or AW per AAMA/WDMA/CSA 101/I.S.2/A440-05 Standard/Specification for windows, doors, and unit skylights

² To be warranted all Condominiums, structures of more than three stories and other structures regularly exposed to Severe Weather must use one of these solutions. ^{1&2} All stucco clad buildings must use methods with a 3" adhesive on all four sides of windows and three sides of doors.

³ Claims to FPI under this warranty must be accompanied by an independent field test of the affected window and door units certified by an AAMA accredited testing agency stating that the cause of bulk water penetration was due to failure of a properly installed Sure Flash component rather than the window or door assembly and such failure was evidenced by results of field test in accordance with AAMA 502-02 Voluntary Specification for Field Testing of Windows and Sliding Glass Doors (excludes air penetration test) with exterior cladding systems installed and maintained according to the manufacturers' recommendations. Sure Flash Installation Instructions shall be those that were in effect at the time of original installation. Exterior wall exposure shall be limited to the outer boundary of Sure Flash components and interior finish work shall be replaced by clear plastic allowing for test observation in a manner that inhibits interior air leakage that would likely have occurred prior to removal of the interior finish work. Such test shall under AAMA 502-02 shall include section 2.2 Test Method A with Optional Sill Dam Test, section 4.4 residual rain purge and section 4.9 Water penetration resistance test conducted at a static test pressure equal to 2/3 of the test pressure specified for the applicable product designation in ANSI/AAMA/NWDDA 101/I.S.2. Notice of field test shall be submitted to FPI 30 days in advance providing an opportunity for FPI to attend the field test. Full inspection, access and cooperation shall be extended to staff or experts of FPI.