

Warranty

Residential and Light Commercial Fortifiber® 1-2-3 Moisture Control System™ Warranty

This system is expressly warranted for a period of fifteen (15) years from purchase that it will perform to Henry Company LLC (and its subsidiaries and affiliates, including Fortifiber, LLC, hereinafter collectively “Henry”) published specifications when installed according to Henry installation procedures and accepted industry standards or following installation details prepared by a properly licensed design professional. In the event of a warranty claim, Henry will pay the cost of materials and labor to correct leaks that result solely from the failure of Henry product as expressly warranted above.

The installed system must include one of each of the following three items:

1. A Weather resistive barrier (Blueskin® VP 100, WeatherSmart®, WeatherSmart Drainable, WeatherSmart Commercial, Hydro Tex®, Super Jumbo Tex®, or Jumbo Tex brands)
2. Flashing (FortiFlash®, FortiFlash Butyl, FortiFlash 365, FortiFlex® Butyl, Moistop neXT®, Moistop PF®, Moistop EZ Seal® or Air-Bloc LF®)
3. Sealant (Moistop® Sealant)

When the complete system is used with all of the above components, any of the following accessories used (Moistop® Corner Shields, WeatherSmart® Rainscreen, Aquatac® Primer, Sheathing Tape) will also be covered by this warranty.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, HENRY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BE THE OWNER’S SOLE AND EXCLUSIVE REMEDY AGAINST HENRY AND UNDER NO CIRCUMSTANCES SHALL HENRY BE LIABLE FOR (1) ANY DAMAGES BASED ON ANY LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY OR (2) ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, OR DAMAGE TO THE BUILDING OR ITS CONTENTS.

IF ANY TERM OR CONDITION OF THIS WARRANTY IS LIMITED BY APPLICABLE LAW, THEN SUCH TERM OR CONDITION IS DEEMED SEVERED TO THE EXTENT SO LIMITED.

Warranty claims must be made in writing to Henry by email at warranty@henry.com no later than thirty (30) days after a potential claim covered under this warranty is or should by reasonable diligence have been discovered. Failure to give such notice within the time stated herein shall relieve Henry of all liability and any obligation to repair any leak otherwise covered by this warranty.

If the installation or use of these products do not qualify for this fifteen (15) warranty, Henry’s standard product warranty will apply.