



NASH DISTRIBUTION LLC LIMITED LIFETIME WARRANTY FOR WHITECAP VAPOR BARRIERS

Nash Distribution LLC ("Nash") warrants that its WhiteCap vapor barriers with the product identification numbers listed below will be free from defects in material and workmanship when installed in strict conformance with Nash's instructions and used under normal conditions of use and normal operating conditions, for the life of the structure.

This Limited Lifetime Warranty applies to only the following product identification numbers; no other product identification numbers are covered by this Limited Lifetime Warranty:

- WCWW12-12X100WV
- WCWW12-10X100WV
- WCWW12-4X200WV
- WCWW20-12X100WV

Nash will at its option, replace or repair defective product returned to Nash. If repair and replacement are impossible, as determined by Nash, Nash will refund the purchase price. **For purposes of this Limited Lifetime Warranty, "life of the structure" means the period of time beginning on the date of completion of installation and continuing for the life of structure.**

The product purchaser is responsible for the installation of the products, and must comply with all applicable Federal, State and Local laws, codes and regulations. The product purchaser shall not in any way duplicate Nash's products.

This Limited Lifetime Warranty does not cover:

- I. Improper installation.
- II. Misuse, or improper storage, handling or use of the product.
- III. Fire or other casualties or acts of God.
- IV. Alteration or unauthorized repairs to the product.
- V. Any action which, in Nash's sole judgment, affects the performance, safety or reliability of the product.

All warranty claims must be submitted in writing within 30 days of discovery of the defect in accordance with the instructions below. **FAILURE TO GIVE WRITTEN NOTICE TO NASH OF THE DEFECT WITHIN 30 DAYS OF DISCOVERY OF THE DEFECT WILL VOID THIS WARRANTY.** Purchaser must thereafter provide all information requested by Nash. Nash will determine in its sole discretion whether the product meets the warranty.

All warranty claim submissions should be marked "WARRANTY CLAIM SUBMISSION" and must include a description of the defect and associated damage, digital photos depicting the defect and associated damage, and copies of documentation evidencing product purchase and installation date (such as a sales receipt or invoice).

WARRANTY CLAIMS MUST BE SENT TO:

Nash Distribution LLC
4400 Easton Commons Suite 250,
Columbus, OH 43219
Phone: (800) 288-0831
Email: Info@nashdistribution.com

EXCLUSIVE NATURE OF WARRANTY; LIMITATION OF LIABILITY

THE FOREGOING WARRANTY IS EXCLUSIVE AND IS IN LIEU OF ANY AND ALL OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDIES OF THE PURCHASER FOR ANY BREACH OF THIS WARRANTY SHALL BE LIMITED TO THOSE PROVIDED IN THIS LIMITED LIFETIME WARRANTY TO THE EXCLUSION OF ANY AND ALL OTHER REMEDIES. NASH SHALL NOT BE LIABLE IN ANY CASE FOR ANY DAMAGE TO OR REPAIRS OF THE BUILDING OR THE CONTENTS THEREOF. NASH WILL NOT BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND OR NATURE.

NO AGREEMENT VARYING OR EXTENDING THE FOREGOING WARRANTY AND RELATED REMEDIES WILL BE BINDING UPON NASH UNLESS IN WRITING, SIGNED BY A DULY AUTHORIZED OFFICER OF NASH.

The above limitation or exclusion of incidental or consequential damages may not apply to a purchaser in a state that does not allow the limitation or exclusion of incidental or consequential damages.

Nash's liabilities in connection with this order to which this Limited Lifetime Warranty relates, whether in contract, in tort, under any warranty or otherwise, shall not exceed the total purchase price of the products.

GOVERNING LAW

This Limited Lifetime Warranty shall be governed by the internal laws of the State of Ohio, without regard to principles of conflicts of laws.

