

SIGA Building Envelope Products 10-Year Limited Warranty



SIGA Cover, Inc. (“SIGA”) provides the following non-transferable limited warranty to installers and property owners at the time of installation for the SIGA products identified (the “Products”) below:

Products

This limited warranty applies to all sizes of the following Products: Twinet®, Sicrall®, Rissan®, Primur®, Primur® Roll, Corvum®, Dockskin®, Wigluv®, Wigluv® Black, Nail Sealing Tape II®, Majpell®, Majrex®, Majcoat®, Majvest®, Majvest® 500 SA, Fentrim® F, Fentrim® IS 2, Fentrim® IS 20.

Limited Warranty

Subject to the warnings set forth on the Product labels, installation instructions and other SIGA documentation, SIGA warrants that for a period of 10 years from date of purchase, the Products will meet or exceed the properties set forth in the applicable Technical Data Sheet (available at <https://americas.siga.swiss/downloads>) in effect at the time of installation. If the Product fails to meet such standards or any properties set forth in the instruction manual, SIGA’s sole liability will be, in its sole discretion, to repair or replace the defective Product, or reimburse the installer/property owner who purchased such Product for the amount of the original purchase price paid. SIGA will replace only the defective Product, and such Product will be replaced with a comparable Product being manufactured at the time of replacement. No substitutions of other products or product manufactured by other manufacturers will be permitted.

Conditions

To qualify for this Limited Warranty:

- You must notify SIGA in the manner and within the time frame, and otherwise comply with the procedure, set forth under “How Do You Obtain Warranty Coverage?” below and follow any instructions given to you by SIGA in connection with your claim;
- You must have exclusively used Products (and not comparable products from other manufacturers) for the specific project for which the defective Product was used;
- You must have stored, handled, installed, used and maintained the Products in strict compliance with SIGA’s instructions and warnings in effect from time to time;
- The Products may not previously have been used,
- You must make reasonable efforts to preserve samples of the defective Products and make such samples available to SIGA; and
- The Products may not have been modified by you or any third party without SIGA.

Without limitation, the following are not covered by this Limited Warranty:

- The negligence, gross negligence, or willful misconduct of any builder, general contractor, installer, building owner, tenant, or any other third party;
- Any application in connection with unusual influences, in particular of a chemical or mechanical nature. Acts of Nature, including but not limited to, fire and lightning, hurricane, high winds, or floods.
- Vandalism, or other property damage caused by any party.
- Defects in the structure or a component of the structure, fault in the selection of any building materials or components of the structure, contamination from chemicals, deterioration of building materials other than the Products, or use or application of the Products other than for the intended purposes as set forth in SIGA’s Product descriptions.
- Defects resulting from foreign objects or agents, including without limitation materials that are incompatible with the Products.
- Exposure to climate, the elements, UV or other environmental exposure in excess of that set forth in the applicable Technical Data Sheets or SIGA’s instructions.
- Improper installation of the Products, improper building practices or design, non-compliance with applicable building codes or industry standards, or any deviation from approved construction plans or project specifications.
- Failure to store, handle or use the Products in strict compliance with SIGA’s instructions and warnings.

How Do You Obtain Warranty Coverage?

To obtain ensure that Product defects are covered under this Limited Warranty, you must contact SIGA at americas.technics@sigaswiss.com or call +1 855-733-7442 x807 no later than thirty (30) days after you discover any apparent or hidden defect, and you MUST provide SIGA with proof of purchase of the Products within the 10 Year warranty period, provide a detailed and complete description of the alleged defect and damages and thereafter provide prompt and complete responses to any inquiries from SIGA or its agents. You must also:

- Provide SIGA with a reasonable opportunity to inspect the building within sixty (60) days after SIGA receives notice of your potential claim;
- Make samples of the defective Products available to SIGA (or grant SIGA access to such samples) in sufficient quantities in order to perform testing to determine whether the Product did not comply with the warranty provided hereby (please note that If the required samples cannot be made available to SIGA, or SIGA cannot be given access thereto, without unreasonable efforts, then, in the alternative, SIGA may use retainer samples from the same lot as the defective Products as those used in the actual installation to determine such compliance).

Exclusions

THE FOREGOING WARRANTY IS EXPRESSLY MADE IN LIEU OF ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, AND ANY AND ALL SUCH IMPLIED WARRANTIES ARE HEREBY EXPRESSLY EXCLUDED AND DISCLAIMED.

SIGA'S SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO, IN SIGA'S SOLE DISCRETION, THE REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS OR REIMBURSEMENT OF THE INSTALLER/ PROPERTY OWNER WHO PURCHASED SUCH PRODUCTS FOR THE AMOUNT OF THE ORIGINAL PURCHASE PRICE PAID IN THE EVENT THE PRODUCTS FAIL TO MEET THE PROPERTIES SET FORTH IN THE APPLICABLE PRODUCT DATA SHEET.

UNDER NO CIRCUMSTANCES SHALL SIGA'S LIABILITY EXCEED \$250,000 OR SHALL SIGA BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONDITION.

This Limited Warranty is the only warranty made by SIGA with respect to the Products. No representative, dealer or any other person is authorized to make or makes any warranty, representation, condition or promise on behalf of SIGA with respect to the Products. No terms or conditions other than those stated herein or provided by applicable law, and no oral or written agreement, understanding, promise, or commitment, may in any way modify this warranty without SIGA's express prior written consent, and no such modification may be relied upon by any party or under any circumstances other than the party for which, and the circumstances under which, such modification is granted.

THIS LIMITED WARRANTY IS NOT A PERFORMANCE CLAIM.

This Limited Warranty is effective for Products purchased and installed after January 2013 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.

For more information about this Limited Warranty, please contact your local SIGA representative or SIGA directly at americas.technics@sigaswiss.com or +1 855-733-7442 x807.