

System Warranty



**RAIN
BUSTER**
Since 1983

Window & Door Installation System

30 Year Limited Warranty

WHAT DOES THE 30 YEAR LIMITED WARRANTY COVER?

Top Industrial, Inc. warrants for a period of thirty (30) years that the RainBuster® Window & Door Installation System, which specifically consists of the installation and use of RainBuster® #450 Sealant or RainBuster® #485 Sealant and RainBuster® 400 series flashing/corner products, will perform to Top Industrial, Inc.'s published written product specifications found on its data sheets and packaging in effect at the time of installation, if installed in exact conformity with Top Industrial, Inc.'s written installation guide - lines and procedures or installation guidelines and procedures approved in writing by Top Industrial, Inc. corporate management, and accepted construction industry standards (including ASTM and AAMA) and all applicable building codes in a wall system which is properly designed, constructed and structurally fit. Under this 30 Year Limited Warranty, Top Industrial, Inc. will replace any defective RainBuster® product and pay reasonable labor and material construction costs, including for work necessary to repair any damaged wall system components. If a RainBuster® Window & Door Installation System as defined hereinabove is not used, then any individual RainBuster® product remains covered by Top Industrial, Inc.'s standard lifetime product only replacement warranty as set forth on the product label.

HOW LONG DOES THE 30 YEAR LIMITED WARRANTY COVERAGE LAST?

The 30 Year Limited Warranty begins on the date the RainBuster® Window & Door Installation System is installed, as verified by Top Industrial, Inc., and continues for a period of thirty (30) years from that date.

WHAT IS NOT COVERED?

This 30 Year Limited Warranty does not apply to: damage caused by the negligent or improper construction or design of the wall system or any component thereof in which the RainBuster® Window & Door Installation System is installed; defects in, or failure of any other building materials used in the wall system or any component thereof; any window installation not installed in exact conformity with Top Industrial, Inc.'s written installation guidelines and procedures or those installation guidelines and procedures that have been approved in writing by Top Industrial, Inc.'s corporate management, and accepted construction industry standards (including ASTM and AAMA) and all applicable building codes in a wall system which is properly designed, constructed and structurally fit; damage caused in whole or in part by the acts, omissions or negligence of third parties or products other than Top Industrial, Inc.'s product(s); any non-RainBuster® materials or products used or installed in the wall system or any component thereof; any defects caused by the failure to provide a suitable installation environment for the RainBuster® Window & Door Installation System; any damage caused by use of the RainBuster® Window & Door Installation System for purposes other than those for which it was designed or intended; economic loss, incidental, consequential and resultant damages; or any loss, costs, expenses or

damage caused by mold, mildew or fungus, pollution, acts of terrorism, explosion, fire, flood, windstorm or hail, virus or bacteria, lightning, earth movement, volcanic eruption, earthquake, humidity, rust, corrosion, vandalism, theft, normal wear and tear to property, lack of or improper maintenance, unauthorized attachments or modifications, or any other abuse or misuse.

WHAT ARE THE WARRANTY DISCLAIMERS?

EXCEPT AS TO THE ABOVE 30 YEAR LIMITED WARRANTY, TOP INDUSTRIAL, INC. MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED AND THE ABOVE WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WHAT ARE THE LIMITATIONS OF REMEDIES?

IN NO EVENT SHALL TOP INDUSTRIAL, INC. BE LIABLE FOR ANY RAINBUSTER® WINDOW & DOOR INSTALLATION SYSTEM THAT HAS NOT YET MANIFESTED IN A LEAK AND CAUSED DAMAGE, AS WELL AS THE FOLLOWING TYPES OF REMEDIES: GENERAL, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, LOSS OF USE, PROFITS, MARKET VALUE, SAVINGS OR REVENUE; COST OF CAPITAL, SUBSTITUTE EQUIPMENT, FACILITIES OR SERVICES; DOWNTIME; CLAIMS OF THIRD PARTIES, INCLUDING CUSTOMERS AND CONSUMERS; ATTORNEYS FEES; COSTS OF LITIGATION; OR INJURY TO PROPERTY OR PERSON; WHETHER BASED ON BREACH OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY, TORT, OR ANY OTHER LEGAL THEORY.

HOW DO YOU GET SERVICE?

This 30 Year Limited Warranty applies to RainBuster® products used as part of the RainBuster® Window & Door Installation System purchased and installed on or after June 1, 2009. All warranty claims must be made immediately in writing, and in no event later than twenty (20) days after discovery, to Top Industrial, Inc.'s corporate offices at 15010 Keswick Street, Van Nuys, CA 91405, Attention: Customer Service. Proof of purchase and date of installation must be included with all written claims. If Top Industrial, Inc. elects to investigate the claim, the claimant shall allow Top Industrial, Inc.'s representatives reasonable access to inspect and/or test the site and materials specified in the claim. This 30 Year Limited Warranty is void if all parts of the total assemblage involving the RainBuster® Window & Door Installation System are not present and intact for inspection and/or testing by Top Industrial, Inc.

Some states do not allow certain limitations, so some of the above limitations may not apply to you. Also, some states may provide you with specific legal rights other than what is set forth in this 30 Year Limited Warranty.