

Repair, Protection and Strengthening (RPS) Systems and Products for Concrete and Masonry Limited Warranty

Effective Date: October 2, 2017

This Limited Warranty applies to all Simpson Strong-Tie Repair, Protection and Strengthening Systems and Products for Concrete and Masonry ("RPS Products") purchased after the Effective Date while this Limited Warranty remains in effect, other than those Simpson Strong-Tie products that have a separate Limited Warranty applicable to such products. The duration of this Limited Warranty ("Warranty Period") for each RPS Product is set forth below.

This Limited Warranty must be read in conjunction with all applicable General Notes, General Instructions for the Installer, General Instructions for the Designer, Building Codes, Corrosion Information, and Terms & Conditions of Sale, along with any other information or specifications published by Simpson Strong-Tie Company Inc. ("Simpson") or available on the **strongtie.com** website ("Website") or on the product package, label or product manual (collectively, "Simpson Documentation"). All applicable Simpson Documentation must be carefully reviewed before using any RPS Product.

Simpson warrants, to the original purchaser only, during the Warranty Period, that each RPS Product will be free from substantial defects in materials, manufacturing and design if properly specified, installed, and maintained, and when used in accordance with the design limits and the structural, technical, and environmental specifications in the Simpson Documentation. This Limited Warranty is void and does not apply to any (a) RPS Product purchased from an unauthorized dealer, retailer or distributor, (b) RPS Product deterioration or damage due to environmental conditions or inadequate or improper handling, transportation, storage or maintenance, (c) failure or damage caused by improper installation, mixing or preparation, (d) use of a RPS Product in temperatures or environmental conditions outside the ranges specified for such RPS Product in the Simpson Documentation, (e) use of a RPS Product outside of its shelf-life specifications, (f) normal wear and tear, (g) failure or damage caused by the use of a RPS Product with any fasteners, pins, screwstrips, products or accessories other than authentic Simpson Strong-Tie products, (h) RPS Product that was subjected to negligence or excessive or improper use, including any use not in accordance with the Simpson Documentation, (i) failure or damage caused by the building site, foundation, or any third-party products, building materials or components, (j) failure or damage caused by use of a RPS Product in a structure that has a design or other defect or that does not comply with all applicable building codes, laws, rules and regulations, (k) modified RPS Product, or any nonstandard use or application of a RPS Product, (l) failure or damage caused by termites or other wood-destroying organisms, animal or insect activity, wood fungal decay, rot, mold, mildew, exposure to chemicals or other hazardous substances, a corrosive environment or materials, inadequate moisture protection, or premature deterioration of building materials, (m) failure or damage caused by an act of God, including any hurricane, earthquake, tornado, lightning, ice, snow, high wind, flood or other severe weather or natural phenomena, (n) installation workmanship or services, including any failure or damage caused by installation of any RPS Product by any person other than a Simpson employee, whether or not in accordance with the Simpson Documentation, or (o) failure or damage caused by the gross negligence, willful misconduct, or other acts or omissions of the builder, general contractor, installer or any third party, including the building owner. Notwithstanding the foregoing, Simpson disclaims and does not provide any warranty related to the design of any custom-order or non-catalog RPS Product.

Although RPS Products are designed for a wide variety of uses, Simpson assumes no liability for confirming that any RPS Product is appropriate for an intended use, and each intended use of a RPS Product must be reviewed and approved by qualified professionals. Each RPS Product is designed for the load capacities and uses listed in the Simpson Documentation, subject to the limitations and other information set forth in the Simpson Documentation.

Repair, Protection and Strengthening (RPS) Systems and Products for Concrete and Masonry Limited Warranty (cont.)

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Due to the particular characteristics of potential impact events such as earthquakes and high velocity winds, the specific design and location of the structure, the building materials used, the quality of construction, or the condition of the soils or substrates involved, damage may nonetheless result to a structure and its contents even if the loads resulting from the impact event do not exceed Simpson's specifications and the RPS Products are properly installed in accordance with applicable building codes, laws, rules and regulations. This Limited Warranty does not apply to cosmetic defects, including discoloration.

RPS Product demonstrations, training, operator examinations and similar services provided by Simpson are based on Simpson's present knowledge and experience, are conducted for illustrative or instructive purposes only, do not constitute a warranty of RPS Product capabilities, specifications or installation and do not modify the applicable Limited Warranty set forth herein. Simpson assumes no liability for any representations or statements made as part of such RPS Product demonstrations, training, operator examinations or other similar services. In the event of any inconsistency between any information provided during any such demonstration or service, and the information in any applicable Simpson Documentation, the information in the Simpson Documentation shall govern. In the event of any inconsistency between any information provided on the Website, and the information in any other Simpson Documentation, the information on the Website shall govern.

ALL WARRANTY OBLIGATIONS OF SIMPSON SHALL BE LIMITED, AT SIMPSON'S ABSOLUTE DISCRETION, TO EITHER REPAIRING THE DEFECTIVE RPS PRODUCT OR PROVIDING A REPLACEMENT FOR THE DEFECTIVE RPS PRODUCT. THIS REMEDY CONSTITUTES SIMPSON'S SOLE OBLIGATION AND LIABILITY AND THE SOLE AND EXCLUSIVE REMEDY OF PURCHASER AND, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, EXCLUDES ANY LABOR OR OTHER COSTS INCURRED IN CONNECTION WITH A WARRANTY CLAIM. PURCHASER ASSUMES ALL RISK AND LIABILITY ASSOCIATED WITH ANY USE OF THE RPS PRODUCT, INCLUDING BUT NOT LIMITED TO SUITABILITY FOR ITS INTENDED USE.

THE LIMITED WARRANTY HEREIN IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, AND, WHERE LAWFUL, SIMPSON DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR TRADE USAGE. IN NO EVENT WILL SIMPSON BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES OR DIRECT OR INDIRECT LOSS OF ANY KIND, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, DEATH AND PERSONAL INJURY. SIMPSON'S ENTIRE LIABILITY IS LIMITED TO THE PURCHASE PRICE OF THE DEFECTIVE RPS PRODUCT. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, OR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

The Warranty Period for each RPS Product is set forth below:

RPS Product	Warranty Period
FX-70 Structural Repair and Protection System	5 years
Simpson Strong-Tie Composite Strengthening System	5 years
Fabrics	5 years
All other RPS Products	1 year

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As used herein, the term “System” means a group of RPS Products that are used together in the same installation. In order for the Warranty Period for a System to apply, the System must be comprised exclusively of RPS Products and must be installed by a Simpson Strong-Tie trained installer. Otherwise, the Warranty Period applicable to fabrics or all other RPS Products shall apply.

To obtain warranty service, you must contact Simpson promptly at (800) 999-5099 or at Simpson Strong-Tie Company Inc., 5956 West Las Positas Boulevard, Pleasanton, CA 94588, regarding any potential claim, no later than sixty (60) days after you discover the potential claim. Upon request by Simpson, you must provide Simpson with: (a) proof of purchase and/or of installation of the RPS Products, (b) a reasonable opportunity to inspect the site where the RPS Product was installed, and (c) samples of the RPS Products from the actual installation in sufficient quantities in order for Simpson to perform testing to determine whether or not the RPS Product failed as set forth herein. Simpson may, in its absolute discretion, request that you return the allegedly defective RPS Products to Simpson, in which case Simpson will issue a Return Materials Authorization (RMA), which must be completed and returned to Simpson with the RPS Product. Simpson is not responsible for any costs or expenses incurred in connection with the return of RPS Products to Simpson, but Simpson shall bear all costs and expenses incurred in connection with the shipment of replacement RPS Products in the event that Simpson determines that the RPS Product should be replaced in accordance with this Limited Warranty. If Simpson elects to repair or replace the RPS Product, Simpson shall have a reasonable time to do so. Any RPS Products repaired or replaced under this Limited Warranty are subsequently warranted only for the remaining unexpired portion of the Warranty Period applicable to the original RPS Product.

No one is authorized to change or add to this Limited Warranty. If at any time Simpson does not enforce any of the terms, conditions or limitations stated in this Limited Warranty, Simpson shall not have waived the benefit of said term, condition or limitation and can enforce it at any time. This Limited Warranty is extended only to the original purchaser and is not transferable. It is not intended nor shall it be construed to create rights in any third party.

For future purchases, please consult strongtie.com/limited-warranties, as this Limited Warranty may be updated by Simpson from time to time. All future purchases of RPS Products are subject to the terms of the Limited Warranty in effect as of the purchase date.