

## INTRODUCTION

Jumpstart Consultants, Inc. ("JCI") is pleased to provide this limited warranty for the following materials, each of which is referred to hereafter as a "Product" and collectively as "Products".

- Flashings
  - » DRYline<sup>®</sup> ATX
  - » DRYline<sup>®</sup> ATX Flex
- Seam Tape
  - » DRYline<sup>®</sup> Seam Tape
- Water-Resistive Barriers
  - » DRYline<sup>®</sup> HPX Commercial
  - » DRYline<sup>®</sup> HP
  - » DRYline<sup>®</sup> LP +Drainage
  - » DRYline<sup>®</sup> MP +Drainage
  - » DRYline<sup>®</sup> W

If you have any questions about this limited warranty, please contact JCI at Jumpstart Consultants, Inc., 4649 Carolina Ave., Building I, Richmond, VA 23222 or by sending an email to [sales@jumpstartinc.net](mailto:sales@jumpstartinc.net).

## WHO IS COVERED?

This limited warranty applies only to Product installed on properties located in the United States or Canada and is provided only to the original property owner of the house/building to which the Product is applied during original construction, and not to any builder, installer, contractor or developer of the house/building. This limited is not transferable except as provided in the preceding sentence.

If you are a consumer covered by the Quebec Consumer Protection Act, this limited warranty does not apply to you. For more information about your rights, please see the end of this limited warranty.

## HOW LONG DOES THE COVERAGE LAST?

The length of the warranty period for the Products is 10 years from the original date the Product was applied to the structure. ALL IMPLIED WARRANTIES APPLICABLE TO THE PRODUCTS ARE LIMITED IN DURATION TO THE WARRANTY COVERAGE PERIOD DESCRIBED IN THIS SECTION, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

## WHAT IS COVERED?

JCI warrants that each Product that is installed by a professional contractor in accordance with the installation instructions found at

[www.nationalshester.com](http://www.nationalshester.com) (the "Installation Instructions") will meet or exceed at least one of the minimum water resistance test methods for "as manufactured" specimens as specified in ASTM E 2556-10.

## WHAT IS NOT COVERED?

This limited warranty shall apply only if the Product fails to meet or exceed at least one of the minimum water resistance test methods for "as manufactured" specimens as specified in ASTM E 2556-10, resulting solely from the defective manufacture of the Product and from no other cause. Without limiting the foregoing, this limited warranty does not apply (and JCI shall have no liability, including liability for fastener penetrations, leaks, tears, rips or any other damage) where damage results from any of the following situations:

- a. Normal wear and tear.
- b. When the Product is not installed in a wall system by a properly licensed design professions in strict accordance with the Installation Instructions, accepted industry standards, and any and all applicable building codes.
- c. Defects in the structure of the house/building or any part of the house/building, including windows, doors and the wall system; defects in any of the other building materials used in the house/building; defects associated with any other of the building materials used in the house/building; or defects associated with the selection of any other materials used in the house/building.
- d. The Product has been subjected to abuse, misuse, neglect, negligence, willful misconduct, accident, improper testing, improper storage, improper handling, abnormal physical stress, or abnormal environmental conditions.
- e. Product that has been reconstructed, repaired or altered by parties other than JCI or third parties JCI authorizes in writing.
- f. Installations where the Products came into contact with a material that is chemically incompatible with the Products.
- g. Acts of God, including but not limited to fire, lightning, hurricane, excessive rain, high winds.
- h. Vandalism.
- i. Exposure of the uncovered Products to sunlight longer than the UV exposure limits set forth in Property Data Sheets [www.naionalshelter.com](http://www.naionalshelter.com) or in the Installation Instructions .

## WHAT ARE YOUR REMEDIES?

Subject to the limitations below, for any covered warranty claim, JCI will, at its cost and option, either 1) repair the defective Product, 2) supply replacement Product for the portion of the defective Product, or 3) refund the purchase price for the defective Product.

In addition to the foregoing, if the entire building envelope of the house/building is constructed exclusively with Products and includes at least one Product from each of the three Product categories listed above (see “Introduction” – categories “Water-Resistive Barriers,” “Flashings” and “Seam Tape”), then JCI will also pay the reasonable cost of materials and labor to correct leaks that result solely from Product that is defective. This additional remedy is not available if any other building envelope product is installed when a Product from the applicable category is available from JCI.

**Consequential, incidental, special, punitive or enhanced damages, lost profits or revenues, damages for diminution in value, and damage to the interior or exterior of the structure or its contents, (including costs incurred for repair or disposal, and costs related to the removal of any asbestos or other hazardous materials or waste present in the wall to which the Product is installed) are not covered by this limited warranty and are not recoverable, whether for breach of this limited warranty, negligence, strict liability or other claims derived in tort or for any other cause. Some states or provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.**

**JCI’s responsibility and liability, if any, for repairs under the limited warranty shall be limited to repair costs of no more than \$10 per square foot of damaged exterior wall area and shall in no event exceed a project maximum of \$500,000 USD, regardless of square footage or number of structures affected.**

## HOW TO GET SERVICE

To make a claim under this limited warranty, you must give JCI written notice of any defects within 30 days from the date that the defect was discovered or should reasonably have been discovered and allow JCI a reasonable opportunity to test the Product and inspect the building within 60 days after JCI receives notice of your potential claim. The written notice must include the following:

1. Representative field samples measuring at least 24” x 24” with no creases, holes or damage, and
2. Supporting digital pictures or video clearly depicting the defect, and
3. Proof of purchase of the Product(s). Samples must be sent to Claims Processing, Jumpstart Consultants, Inc. 4649 Carolina Avenue, Building I, Richmond, VA 23222. Installation and finished wall assembly details and the supporting pictures or video may be sent to the foregoing address together with the representative samples or they may be sent via email to [claims@jumpstartinc.net](mailto:claims@jumpstartinc.net). Failure to

timely give JCI timely notice of a defect makes this limited warranty VOID.

## NO OTHER WARRANTIES

**THIS LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FOR THE PRODUCT, AND NEITHER JCI NOR ANY PERSON ON JCI’S BEHALF HAS MADE OR MAKES ANY OTHER WARRANTY WHATSOEVER, EITHER ORAL OR WRITTEN, REGARDING THE PRODUCT. YOUR SOLE REMEDY FOR THE PRODUCT IS FULLY DESCRIBED HEREIN (See What are Your Remedies above). JCI HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING THE PRODUCT.**

## NO MODIFICATIONS

No part of this limited warranty may be changed or cancelled except by a written document signed by an authorized officer of JCI. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this limited warranty.

## PRODUCT MODIFICATION AND DISCONTINUATION

JCI reserves the right to discontinue or modify any of its products, including the Product, without notice to any party and shall not be liable as a result of any modification or discontinuance. JCI will have no liability in the event that replacement materials may vary in color in comparison to the original Product as a result of product changes or normal weathering

## SAVINGS AND SEVERABILITY

To the extent that this limited warranty is inconsistent with applicable law, this limited warranty is hereby modified to be consistent with such applicable law. If any of the terms contained herein are unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect.

The official language of this limited warranty is English. Any translation is provided only as an accommodation. In the event of any inconsistency in meaning or interpretation between the English version of this limited warranty and any translation, English language shall control.

## MANDATORY ARBITRATION

To the extent permitted by applicable law, JCI and you agree to single arbitration before a single arbitrator of all disputes and claims arising out of or relating to this limited warranty or the Product (“Dispute”). This limited warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who

intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to JCI should be addressed to: Jumpstart Consultants, Inc., 4649 Carolina Ave., Building I, Richmond, VA 23222. The Notice must (a) describe the nature and basis of the Dispute; and (b) set forth the specific relief sought. If the parties do not reach an agreement to resolve the claim within 30 days after Notice is received, you or JCI may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this limited warranty. The arbitration shall be governed by the Construction Industry Arbitration Rules of the American Arbitration Association ("AAA"), as modified by this limited warranty, and shall be administered by the AAA.

**YOU AND JCI HEREBY WAIVE THE RIGHT TO A TRIAL BY A JURY**

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

**YOU AND JCI MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claims and may not otherwise preside over any form of a representative or class proceeding.

**GOVERNING LAW AND FORUM**

This limited warranty and any Dispute are governed by the United States federal laws and laws of the State of Ohio. Subject to the "Mandatory Arbitration" provision in this warranty, if there is any Dispute that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts located in Summit County, Ohio with respect to such Dispute.

**How State and Provincial Law Relates to this Limited Warranty**

For the U.S. Only: This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For Canada Only: The terms in this limited warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

TO CONSUMERS AS DEFINED IN THE QUEBEC CONSUMER PROTECTION ACT: UNDER THE QUEBEC CONSUMER PROTECTION ACT, MANUFACTURERS MUST PROVIDE A WARRANTY TO CONSUMERS, AS DEFINED IN THE ACT, THAT THE MANUFACTURER'S PRODUCTS SHALL BE FIT FOR THE PURPOSE FOR WHICH SUCH PRODUCTS OF THAT KIND ARE ORDINARILY USED AND THAT THE PRODUCTS MUST BE DURABLE IN NORMAL USE FOR A REASONABLE LENGTH OF TIME, HAVING REGARD TO THEIR PRICE AND OTHER FACTORS. FOR MORE INFORMATION ABOUT YOUR RIGHTS, YOU SHOULD CONSULT THE QUEBEC CONSUMER PROTECTION ACT AT <https://www.educaloi.qc.ca/en/capsules/legal-warranty-automatic-protection-consumers>



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