

DRYline®

WEATHER BARRIER SYSTEMS



SECURE-START™ LIMITED LIFETIME SYSTEM WARRANTY

This Limited Lifetime system warranty is applicable to the following materials, each of which is referred to hereafter as a “Product” and collectively as “Products.”



Weather-Resistive Barriers:

DRYline® HPX Commercial Building Wrap

DRYline® HP Building Wrap

DRYline® LP Building Wrap

DRYline® MP+ Building Wrap

Flashing Tapes:

DRYline® ATX Flashing

DRYline® ATX Flex Flashing

Seam Tape: DRYline® Seam/Repair Tape

National Shelter Products, Inc. (“NSP”) warrants for a period equal to the lifetime after the sales invoice date (the “Original Warranty Term”), of the original owner of the structure to which the Products are incorporated (the “Owner of a Structure”) or 10 years from the sales invoice date in the event of an ownership transfer (the “Transfer Warranty Term”), that NSP’s Weather-Resistive Barrier Products shall comply with at least one of the applicable water holdout properties established in ICC-ES Acceptance Criteria for Water-Resistive Barriers (AC 38) for the Products at the time of shipment (the “Limited Product Warranty”).

The Secure-Start™ Limited Lifetime System Warranty does not apply unless: (a) the entire exterior envelope of the structure is constructed exclusively of a combination of Products that includes at least one Product from each of the three Product categories listed above (Weather-Resistive Barrier, Flashing Tape and Seam Tape), and (b) the structure to which the Products are incorporated is four stories or less. Use of any other building envelope product, when there is an applicable Product available from NSP, or installation of the Products on a structure being at any point greater than four stories in height, voids the Limited Product Warranty. For projects exclusively using DRYline HPX Commercial Wrap as the Weather-Resistive Barrier, installation on buildings over four stories in height is permitted.

The Limited Lifetime System Warranty also does not apply to Products that have been: (a) subjected to abuse, misuse, neglect, negligence, accident, improper testing, improper storage, improper handling, abnormal physical stress, or abnormal environmental conditions, or (b) reconstructed, repaired or altered by parties other than NSP or third parties NSP authorizes in writing.

This Limited Lifetime System Warranty shall apply only: (a) to Products that are installed on a structure during the original construction thereof, (b) if the Products are installed in accordance with NSP’s published installation guidelines (or if NSP’s published installation guidelines are not applicable, in accordance with installation details prepared by a properly licensed design

professional), and (c) the Products' installation complies with all applicable building codes and accepted industry standards.

As Owner of a Structure's sole and exclusive remedy for NSP's breach of the Limited Lifetime System Warranty, NSP shall pay the reasonable cost of materials and labor to correct any problems in the exterior wall of the structure found to be caused solely by the failure of the Product proven to be defective (the "Limited Remedies"); provided that Owner of a Structure's Limited Remedies are conditioned upon the Owner of a Structure's compliance with its obligations under the following paragraph.

HOW TO GET WARRANTY SERVICE

In order to be eligible for the Limited Lifetime System Warranty, the Owner of a Structure must do the following:

- Give NSP written notice of any alleged defects of the Product within 30 days from the date that the defect was discovered; and,
- Provide NSP with proof of purchase of the Product(s) and date of first installation of the Product(s) on a structure; and,
- Allow NSP or its representative a reasonable opportunity to inspect the building within sixty (60) days after NSP receives notice of the alleged defect; and,
- Send NSP a sample of the Product(s) from the structure within 30 days from the date that the defect was discovered to allow NSP to test the Product(s). The sample of the Product(s) from the structure must be large enough to perform testing to determine whether or not the Product(s) failed to meet the Limited Lifetime System Warranty (at least 20-inches by 20-inches with no holes, tears or damage). If samples are not provided to NSP within 30 days from the date that the defect was discovered, NSP may use retained samples and/or retained test data for the Product(s) manufactured in the same lot as those installed on the structure. Notices and samples shall be sent to Quality & Claims Processing, National Shelter Products, Inc., 50 SE Bush Street, Issaquah, WA 98027 USA. Failure to comply with any of the foregoing by Owner of a Structure makes the Limited Product Warranty void.

LIMITATION OF REMEDIES

The Limited Remedies are the Owner of a Structure's sole remedies and NSP's entire liability for any breach of the Limited Product Warranty. In furtherance of and not in limitation of the foregoing, NSP will have no liability under this limited warranty for:

- any damage to the interior or exterior of any building or any property contained therein;
- any costs related to the removal of any asbestos or other hazardous materials or waste present in the roof to which a Product is installed;
- damage caused by foreign objects or agents, or use of materials incompatible with the Products, including but not limited to use of any caulks or sealants not approved by NSP;
- acts of God, including but not limited to lightning, floods, hail or high winds; or,
- any damage caused from products into which the Product is incorporated.

In all cases, the replacement Product is warranted only for the remainder of the defective Product's Warranty Term. NSP reserves the right to discontinue or modify any of its Products, without notice

to the Owner of a Structure and shall not be liable to the Owner of a Structure as a result of this modification or discontinuance. Any refund or replacement by NSP shall constitute a full settlement and release of all claims of any covered person hereunder for damages or other relief.

THE LIMITED LIFETIME SYSTEM WARRANTY IS NSP'S SOLE AND EXCLUSIVE WARRANTY AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH ARE HEREBY DISCLAIMED.

In no event shall NSP or its representatives be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues, or diminution in value, arising out of or relating to any breach of the Limited Lifetime System Warranty regardless of (a) whether such damages were foreseeable, (b) whether or not the Owner of a Structure was advised of the possibility of such damages and (c) the legal or equitable theory (contract, tort or otherwise) upon which the claim is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

NSP'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.

No part of this Limited Lifetime System Warranty may be changed or cancelled except by a written document signed by NSP and Owner of a Structure. No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify this Limited Lifetime System Warranty. Owner of a Structure may not assign or permit any other transfer of this Limited Lifetime System Warranty without NSP's consent. 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. This Limited Lifetime System Warranty shall be governed by the laws of the state of Ohio, without regard to its conflicts of laws, provisions, and exclusive jurisdiction for any dispute arising from this Limited Lifetime System Warranty shall be in the state or federal courts of Cuyahoga County, Ohio.



Questions? Please contact us at:

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