

# DryFlekt, Inc.

## LIMITED LIFETIME PRODUCT WARRANTY



### WHAT THIS WARRANTY COVERS:

DryFlekt, Inc. ("DryFlekt or Manufacturer") warrants to the original purchaser ("Purchaser") that the DryFlekt Kick-Out Diverter Flashing ("Product") shall be free from substantial defects in workmanship and materials under normal use and service conditions for the life of the roof that the Product was originally installed in. This limited warranty is void if the Product is modified or altered in any way, is misapplied, or is not installed in accordance with the Manufacturer's installation guidelines and details, or there is poor workmanship in the installation of the Product and components.

### WHAT THIS WARRANTY DOES NOT COVER:

This Warranty does not cover and the Manufacturer shall not be liable for any indirect, incidental, punitive, consequential, exemplary or other damages of any kind whatsoever, whether any such claim is based upon theories of contract, warranty, negligence, tort strict liability or otherwise. This Warranty also does not cover and the Manufacturer is not liable for damage or failure of the Product as a result of one or more of the following: intentional or unintentional misuse of or damage to the Product, impact of foreign objects, earthquakes, fire, flood, lightning, ice, hail, tornado, hurricane, windstorm or any other Acts of God, riot, insurrection, terrorism or otherwise; movement, distortion, collapse or settling of the ground or structures upon which the Products have been installed, physical abuse, vandalism, improper installation and/or failure to abide by the Manufacturer's installation guidelines and details, improper maintenance, or other products that cause a Product defect or failure to occur; pollution, acid rain, application of harmful chemicals or vapors applied to the Product; environmental conditions such as pollution, mold, and mildew; or ordinary or expected weathering due to exposure to the elements, which for purposes of this warranty is defined as fading, chalking and/or discoloration of the surface of the Product due to exposure to ultraviolet light and any atmospheric conditions. This Warranty does not cover painted finishes or coatings applied to the Product by the Purchaser or any third party.

Manufacturer's liability and all warranty obligations under this limited warranty applies to the original Purchaser only and is limited solely and exclusively to replacement of a defective Product. In no event shall the Manufacturer be liable for labor, installation, reinstallation, freight, taxes, damages of any kind or any other charge related to a defective Product. This remedy shall constitute the Manufacturer's sole obligation and sole remedy under this limited warranty. This warranty provides no cash surrender value. The terms and conditions of this limited lifetime warranty may not be modified, altered or waived by any action, inaction or representation, whether oral or in writing, except upon the express, written authority of an executive officer of the manufacturer.

### HOW TO FILE A WARRANTY CLAIM:

To file a claim under this Warranty, the Purchaser must send proof of purchase, a photograph of the defective Product and a written description to:

DRYFLEKT, INC.  
145 BANK STREET  
TELLICO PLAINS, TN 37385  
PHONE: 877 985-1010  
FAX: 877 985-1010

DryFlekt reserves the right to investigate any claim hereunder. DryFlekt will endeavor to respond to all claims filed hereunder within thirty (30) business days of receipt. DryFlekt may require return of the defective Product for replacement.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. SOME STATES DO NOT PERMIT LIMITATIONS ON THE DURATION OF IMPLIED WARRANTIES OR EXCLUSIONS OR LIMITATIONS OF INCIDENTAL OR CONSEQUENTIAL DAMAGES. YOU MAY HAVE OTHER RIGHTS THAT VARY FROM STATE TO STATE.

THIS WARRANTY MAY NOT BE ALTERED OR AMENDED EXCEPT IN A WRITTEN INSTRUMENT SIGNED BY DRYFLEKT AND THE PURCHASER. NO DEALER, DISTRIBUTOR OR ANY OTHER PERSON OR ENTITY IS AUTHORIZED BY DRYFLEKT TO MAKE STATEMENTS OR REPRESENTATIONS CONCERNING THE PERFORMANCE OF THE PRODUCT EXCEPT AS CONTAINED IN THIS WARRANTY AND DRYFLEKT SHALL NOT BE BOUND BY ANY SUCH STATEMENTS OTHER THAN THOSE CONTAINED HEREIN.

THIS WARRANTY SHALL BE APPLICABLE AND ENFORCEABLE IN THE UNITED STATES OF AMERICA AND CANADA.

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES EXPRESSED OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND WE NEITHER ASSUME NOR AUTHORIZE ANY OTHER PERSON TO ASSUME FOR US, ANY OTHER LIABILITY IN CONNECTION WITH THE SALE OF DRYFLEKT PRODUCTS.