



HYDROGAP® DRAINABLE HOUSEWRAP LIMITED WARRANTY

Benjamin Obdyke Incorporated – 400 Babylon, Suite A, Horsham, PA 19044

This TWO-PART LIMITED WARRANTY is made by Benjamin Obdyke Incorporated (BOI) to Professional Installers of Products purchased and identified herein, and to the Owners of residential buildings in which the Products are installed, subject to the following terms, conditions and definitions:

1. Definitions

“Professional Installer” means a Builder, or a General Contractor, or any other trades-person of ordinary skill in the installation of residential building products of the type purchased under this warranty.

2. “Owner” means either (a) an original purchaser of the residential building in which the Product is initially installed by a Professional Installer or (b) someone to whom the residential building is lawfully transferred during the Warranty Period.

3. “Warranty Period” means the length of the time measured from the date when the purchased Product is installed in the residential building in the U.S., or Canada, and a date either ten (10), or fifteen (15), fiscal years therefrom, as determined by Part A, or B, herein.

PART A – PRODUCT ONLY PROVISIONS

Benjamin Obdyke warrants that its HydroGap® drainable housewrap product, its HydroFlash® flashing product, and its HydroCorner™ product (herein Products) when installed in compliance with Benjamin Obdyke’s published installation instructions, will be free from manufacturing defects **for ten (10) years** from the date of purchase of the product.

If any of the Product(s) contain a defect covered by this warranty, Benjamin Obdyke, at its sole discretion, will either (a) pay for the cost of materials to repair or replace the HydroGap®, or HydroFlash®, and HydroCorner™ product, (b) provide a replacement housewrap/flashing/corner product of equal quality or value as a substitute, or (c) refund the original purchase price of the HydroGap®, HydroFlash®, or HydroCorner™ product. **In no event shall Benjamin Obdyke be obligated to pay for the cost of labor for such repair or replacement.**

PART B – PRODUCT AND LABOR PROVISIONS

Benjamin Obdyke warrants that its Products identified in Part A, when installed in **strict compliance** with Benjamin Obdyke’s applicable installation instructions in a properly designed and constructed wall system built in accordance with applicable building codes to accepted industry standards, will **for fifteen (15) years** from the date of installation at least meet the performance test standards set forth below for the HydroGap® drainable housewrap, the HydroFlash® flashing products, and the HydroCorner™ products (if used).

More specifically, the HydroGap® drainable housewrap will at least meet the ICC-ES-AC308-2011 test standards for: (a) water drainage performance¹; (b) water hold out performance²; and (c) air holdout performance³ pursuant to their respective test protocols, and the HydroFlash® flashings will at least meet the test standards for water holdout performance prescribed by the Hydrostatic Head Test set forth in AATCC-127.

To qualify for Part B warranty coverage, Benjamin Obdyke® accessory products must have been used exclusively, to the extent applicable, for each structure to which a warranty claim is made under this Part B

1 Water Drainage Efficiency Test (ASTM E 2273)

2 Hydrostatic Head Test (AATCC-127 report 12-19-2001)

3 Air Permeance Test (ASTM E2178 report 1-25-12)

provision. For the HydroGap® drainable housewrap product, cap fasteners must be used throughout.

To qualify for the Part B warranty for any Multi-Family Mixed use or Light Commercial installation, and any building structure having at least five (5) stories, the Benjamin Obdyke Product registration process must be completed prior to installation.

This process can be accessed on-line at www.benjaminobdyke.com, or by telephone to 800-523-5261.

To further qualify for Part B warranty coverage, any claim for damages to a building structure must be shown to have been caused solely by failure of the applicable Benjamin Obdyke Product to meet the specifications and set forth in the physical properties test standards set forth, *supra*, and in such event, Benjamin Obdyke will

- (a) Provide replacement for all such defective Benjamin Obdyke Products used; and
- (b) Pay for all reasonable repair costs necessarily incurred to remedy the physical damage caused by such Product's failure to meet its stated performance qualifications.

In no event, however, will Benjamin Obdyke's liability under this Part B warranty coverage exceed \$20,000 per building structure.

Additional requirements for Part B coverage include:

- (a) Use with warranted Products of other Benjamin Obdyke warranted Products, namely: HydroFlash® self-adhering flashing or HydroCorner™ sill devices, and
- (b) Installation of warranted Products complying with Benjamin Obdyke installation instructions and best construction practices.

WARRANTY CLAIMS

Any claim for relief provided by the warranties of either Part A or Part B must be made within one (1) month of discovering harm caused by a covered defect by contacting Benjamin Obdyke via e-mail at www.benjaminobdyke.com or via telephone at 1-800-523-5611. The party making the warranty claim MUST present Benjamin Obdyke with written proof of purchase and installation of the warranted Products within the Warranty Period; must afford a Benjamin Obdyke representative a reasonable opportunity to inspect and photograph the damaged building within two (2) months of notification of the warranty claim; and must afford Benjamin Obdyke's representative an opportunity to collect specimens of the warranted Product, and damaged structure, in sufficient quantity and quality as to enable forensic tests to be conducted to ascertain the actual cause of failure of the warranted Product.

WARRANTY DISCLAIMER

Benjamin Obdyke makes no express warranties except such as set forth herein. The remedies provided in the above express limited warranties are the sole and exclusive remedies afforded hereunder. No other express warranties are made. Benjamin Obdyke's complete liability, and the purchaser's exclusive remedy is limited to repair, replacement or refund on the basis stated herein. ALL IMPLIED WARRANTIES OF WHATEVER NATURE, ARISING FROM OPERATION OF LAW, OR ARISING FROM TRADE USAGE OR COURSE OF DEALING, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF USE, ARE LIMITED IN DURATION AS SET FORTH ABOVE. In no event shall Benjamin Obdyke be liable for any incidental, special or consequential damages. (Note: Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply there.)

The Warranties made under Part A and Part B are effective only for Benjamin Obdyke Products purchased after January 1, 2010 for use in the United States and Canada in the manner set forth herein.

Benjamin Obdyke Incorporated