



# Cedar Breather® System Warranty

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

Benjamin Obdyke Incorporated (Benjamin Obdyke) provides the following warranty to **Builders, General Contractors or Professional Installers** upon the terms and conditions set forth herein. This warranty is transferable upon effective assignment to the owner of a residential building at time of installation or the original owner of the residential building.

This **Limited Warranty** is effective for Benjamin Obdyke Products (“Products”) identified below and purchased and installed after **January 1st, 2021** in Canada and the United States.

## 30 YEAR PRODUCT ONLY LIMITED WARRANTY

Benjamin Obdyke Incorporated (“Benjamin Obdyke”) warrants that Cedar Breather® Ventilated Underlayment when installed in accordance with Benjamin Obdyke’s published installation instructions, is free from manufacturing defects for thirty (30) years from the date of purchase. To obtain service under this thirty (30) year product warranty, you must promptly contact Benjamin Obdyke at [www.Benjaminobdyke.com](http://www.Benjaminobdyke.com) or call 1-800-523-5261 regarding any potential claim, no later than thirty (30) days after you discover any potential claim, and you **MUST** provide Benjamin Obdyke with proof of purchase and/or of installation of the Products within the applicable warranty period. You must provide Benjamin Obdyke with a reasonable opportunity to inspect the building within sixty (60) days after Benjamin Obdyke receives notice of your potential claim. You must also provide access to Benjamin Obdyke to recover samples of the Products from the actual installation in sufficient quantities in order to perform testing to determine whether or not the Product failed due to causes as set forth herein.

If the Product(s) contains 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 Slicker® Classic (6mm and 10mm), (b) provide a replacement ventilated underlayment product of equal quality or value as a substitute, or (c) refund the original purchase price of the Cedar Breather®. **In no event shall Benjamin Obdyke be obligated to pay for the cost of labor for such repair or replacement.**

## 35 YEAR PRODUCT AND LABOR LIMITED WARRANTY

Subject to the following Product specific terms and conditions, Benjamin Obdyke warrants that for a period of thirty-five (35) years from the date of purchase, Cedar Breather® Classic, Rapid Ridge® 7 Ridge Vent, and Batten UV products when installed in strict accordance with the applicable Benjamin Obdyke Installation instructions, in a properly constructed and designed roof system, following the applicable building codes and accepted industry standards for each type of structure, will:

for Benjamin Obdyke Cedar Breather® Ventilated Underlayment:

- On structures five (5) stories or greater and any **Multi-Family, Mixed Use and Light Commercial projects** you **MUST** use the Project Registration process prior to installation to qualify under the Product and Labor Warranty. For Project Registration details, please see [www.benjaminobdyke.com](http://www.benjaminobdyke.com) or call 1-800-523-5261 **BEFORE** you commence installation.

When all conditions under this Product and Labor Warranty are met, if damage to the building is caused solely by the failure of any Product to meet the drainage, water and air holdout specification in the applicable Physical Property specification sheet, then Benjamin Obdyke will provide **replacement Product for all defective Product and pay all reasonable construction repair costs to correct any problem that arises solely out of the failure of the Benjamin Obdyke Products to conform to its published characteristics**. Benjamin Obdyke will not have any liability under this warranty for the repair or cost of repair for more than the actual area of damage not to exceed \$20,000 per dwelling.

## PRODUCTS COVERED AND PRODUCT SPECIFIC CONDITIONS:

Benjamin Obdyke Cedar Breather® Ventilated Underlayment, Rapid Ridge® 7 Ridge Vent, and Batten UV:

- **Cedar Breather®** must be installed over an approved roofing underlayment per installation instructions.
- **Rapid Ridge 7** must be used as the ridge ventilation (exhaust) as part of a properly ventilated roof application. Soffit or other intake method is required to provide properly balanced ventilation in the roof system.
- **Batten UV is optional** and can be used as a perimeter vent.
- Substitution of any other products or installation methods not approved in writing prior to installation will void this Product and Labor Warranty.

**Subject to the foregoing conditions and providing all applicable Benjamin Obdyke Products are used exclusively (no substitution of alternate product unless approved in writing), the Product and Labor Warranty will apply except as noted. This warranty will not cover any non approved / non compatible products or damages arising therefrom. Please visit [www.benjaminobdyke.com](http://www.benjaminobdyke.com) for list of approved products.**

### What is not covered?

1. The gross negligence, or willful misconduct of the Builder, General Contractor or Professional Installer or of any third party, including the building owner.
2. Acts of God, including but not limited to, fire and lightning, hurricane, high winds.
3. Vandalism or harm caused by another.
4. Defects in the structure or a component of the structure (e.g., window, door, or wall system), contamination from building site chemicals, or premature deterioration of the building materials, or nonstandard use or application of the Products.
5. Foreign objects or agents, including the use of materials incompatible with Benjamin Obdyke materials.
6. UV exposure of the Products in excess of that set forth in the Physical Properties specification sheet.
7. Improper installation of the Products, improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications, or failure to follow the applicable Benjamin Obdyke Installation Guidelines. Installation Guidelines are available by calling 1-800-523-5261 and online at [www.benjaminobdyke.com](http://www.benjaminobdyke.com).

### Warranty Claims:

To obtain service under this thirty-five (35) year product and labor warranty, you must promptly contact Benjamin Obdyke at [www.Benjaminobdyke.com](http://www.Benjaminobdyke.com) or call 1-800-523-5261 regarding any potential claim, no later than thirty (30) days after you discover any potential claim, and you MUST provide Benjamin Obdyke with proof of purchase and/or of installation of the Products within the applicable warranty period. You must provide Benjamin Obdyke with a reasonable opportunity to inspect the building within sixty (60) days after Benjamin Obdyke receives notice of your potential claim. You must also provide access to Benjamin Obdyke to recover samples of the Products from the actual installation in sufficient quantities in order to perform testing to determine whether or not the Product failed as set forth herein.

**Benjamin Obdyke makes no express warranties except such as set forth herein. The remedies provided in the above express limited warranty are the sole and exclusive remedies. No other express warranties are made. Benjamin Obdyke's complete liability and the 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 OR USE, ARE LIMITED IN DURATION AS SET FORTH ABOVE. In no event shall Benjamin Obdyke be liable for any incidental, special or consequential damages. 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.**

1/1/2021