

# Slicker® MAX System 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 thirty (30), or thirty-five (35), fiscal years therefrom, as determined by Part A, or B, herein.

This *Limited Warranty* is effective for Benjamin Obdyke Products ("Products") identified below and purchased and installed after *February 1st, 2023* in Canada and the United States.

#### **30 YEAR PRODUCT ONLY LIMITED WARRANTY**

Benjamin Obdyke Incorporated ("Benjamin Obdyke") warrants that Slicker® MAX Rainscreen 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 <u>TechSupport@obdyke.com</u> 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 BenjaminObdyke 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® MAX, (b) provide a replacement rainscreen product of equal quality or value as a substitute, or (c) refund the original purchase price of the Slicker®MAX. In no event shall Benjamin Obdyke be obligated to pay for the cost of labor for suchrepair 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 thirtyfive (35) years from the date of purchase, Slicker® MAX, FlatWrap® HP, HydroFlash®, HydroTape®DS, and HydroCorner<sup>™</sup> products when installed in strict accordance with the <u>applicable Benjamin Obdyke Installation</u> <u>instructions</u>, in a properly constructed and designed wall system, following the applicable building codes and accepted industry standards for each type of structure, will:

for Benjamin Obdyke Slicker® MAX Rainscreen:

 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 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 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 Slicker® MAX Rainscreen, FlatWrap® HP, HydroFlash®, HydroTape®DS, HydroCorner™

- FlatWrap HP WRB must be used as the WRB component in the rainscreen wall system.
- HydroFlash Flashing must be used along with applicable accessories as listed on Benjamin Obdyke Approved Products list.
- HydroCorners can be used to treat sills, but must be used along with HydroFlash per installation instructions.
- Taping/sealing of seams is not required, but **HydroFlash and/or HydroTape DS** <u>must be used</u> if housewrap seams are taped or sealed.
- 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 <u>www.benjaminobdyke.com</u> 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.

#### Warranty Claims:

To obtain service under this twenty-five (35) year product and labor warranty, you must promptly contact Benjamin Obdyke at TechSupport@obdyke.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, ARRIVING 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. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State.

REV 02/21/2023