

# Benjamin Obdyke 25-Year Wall or Roof System - Limited Warranty

#### **PRODUCTS**

To qualify for this limited warranty, the system must include properly installed Benjamin Obdyke products from each of the following categories:

1) A Weather Resistive Barrier

OR

- 1) A Self-Adhered Roofing Underlayment
- ...
- 2) Roof Ventilation Mat

2) Flashing

3) Rainscreen System

2) Flashing

Please visit www.benjaminobdyke.com for the full list of qualifying products.

### PRODUCT AND LABOR PROVISIONS

Benjamin Obdyke warrants that its Products identified above, when stored and installed as a system 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 at least meet the performance test standards set forth in the product's corresponding published physical property sheet **for twenty-five (25)** years from the date of installation.

To further qualify for warranty coverage under these provisions, 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 any event, however, Benjamin Obdyke's liability under the Product and Labor Provisions, notwithstanding anything else contained herein, will be expressly limited to twenty thousand (\$20,000) dollars per occurrence and project.

Additional requirements for warranty coverage include:

- (a) 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 provision 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 warranty must be made within thirty (30) days of discovering harm caused by a covered defect by contacting Benjamin Obdyke via e-mail at TechSupport@obdyke.com\_or via telephone at 1-800-523-5261. 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 provide Benjamin Obdyke with proof of ownership at time of installation OR proof of transfer of ownership from original owner at time of install directly to warranty claim holder; must afford a Benjamin Obdyke representative a reasonable opportunity to inspect and photograph the damaged building within sixty (60) days 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 here under. 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. This Warranty gives you specific legal rights, and you may also have other rights which vary from State to State. 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.) Benjamin Obdyke reserves the right to update the product performance standard specifications at any time without notice.

This warranty shall be null and void if, after installation of the system, the building undergoes alterations or repairs that affect the continuity or integrity of the system such as, but not limited to: building additions, removal and replacement of the roof or cladding.

This Warranty is effective only for Benjamin Obdyke Products purchased after January 1, 2024 for use in the United States and Canada in the manner set forth herein. This warranty is transferable only up to one time to the consecutive owner of the building from the original owner. If any Products are replaced under this warranty, the warranty coverage will continue from the original date of installation and not from the date of repair or replacement.

#### **DEFINITIONS**

This 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. "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) the original purchaser of the single-family residential building in which the Product is initially installed by a Professional Installer or (b) the owner of an owner-occupied single family residential building at the time of initial installation or (c) the consecutive owner of the single-family residential building after legal transfer of ownership from the original purchaser (a) or the owner-occupier (b).
- 3. "Warranty Period" means the length of the time measured from the date when the Products are installed in the residential building in the U.S., or Canada, and a date twenty-five (25) fiscal years therefrom, as determined by the Product and Labor Provisions, herein.