



Benjamin Obdyke VaporWise™ Product - Limited Warranty

PRODUCTS

This limited warranty applies to Benjamin Obdyke's interior membrane, VaporWise™.

PRODUCT ONLY PROVISIONS

Benjamin Obdyke warrants that the above listed product(s), when stored and installed in compliance with Benjamin Obdyke's published 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 product, (b) provide a replacement product of equal quality or value as a substitute, or (c) refund the original purchase price of the product. **In no event shall Benjamin Obdyke be obligated to pay for the cost of labor for such repair or replacement.**

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; 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.)

This Warranty is effective only for Benjamin Obdyke Products purchased after October 1, 2024 for use in the United States and Canada in the manner set forth herein. If any Products are replaced under this warranty, the warranty coverage will continue from the original date of purchase 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 .
3. "Warranty Period" means the length of the time measured from the date when the Product is purchased in the U.S., or Canada, and a date ten (10) fiscal years therefrom, as determined by the Product Only Provisions, herein.