

ZIP SYSTEM™ PEEL AND STICK UNDERLAYMENT LIMITED WARRANTY

1. Definitions

For purposes of this limited warranty (this “warranty”), the following definitions are used:

“HEW” means Huber Engineered Woods LLC.

“ZIP System Peel and Stick Underlayment” means any ZIP System™ Peel and Stick Underlayment or ZIP System™ Peel and Stick Underlayment HT used in accordance with HEW’s installation instructions and guidance. For the avoidance of doubt, this warranty does not extend to ZIP System® tapes or any variation thereof.

“Warranty Period” means 5 years from the date of manufacture of the ZIP System Peel and Stick Underlayment.

“User” means either (i) the builder or roofer who purchased the ZIP System Peel and Stick Underlayment installed on a Structure or (ii) the Original Owner.

“Original Owner” means the original owner of the Structure incorporating the ZIP System Peel and Stick Underlayment.

“Structure” means a Residential Structure or Commercial Structure located in the United States.

“Residential Structure” means a one or two-family dwelling permitted under the International Residential Code (as it may be updated or amended from time to time) or governing residential code.

“Commercial Structure” means any structure permitted under the International Building Code (as it may be updated or amended from time to time) or governing commercial code.

“Manufacturing Defect(s)” means irregular or non-uniform ZIP System Peel and Stick Underlayment dimensions more than plus or minus (+/-) 1” in width or 12” in length from the dimensions advertised by HEW, hole(s) in product, or product missing the adhesive layer or release liner. Minor surface or aesthetic imperfections do not qualify as manufacturing defects.

“Proper Installation”, “properly installed” or terms of similar import mean products installed in accordance with the most restrictive of the requirements of (i) the application and installation instructions and guidance specified by HEW, (ii) local building code applicable at the time of construction, (iii) the government agency having jurisdiction or (iv) the engineer or architect of record. Products that have not been installed in accordance with the preceding sentence shall be considered improperly installed.

2. Who is covered by this warranty and for how long?

HEW extends the warranty set forth in Section 4 to Users for the Warranty Period.

3. Is this warranty transferable?

This warranty is for the sole benefit of the User, is not transferrable, and terminates upon any transfer of the Structure by the Original Owner. Any warranty to the builder or roofer is not transferable.

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4. What is covered by this warranty?

HEW warrants to Users that, during the Warranty Period, the ZIP System Peel and Stick Underlayment installed on the Structure will be free of Manufacturing Defects.

5. What is *not* covered by this warranty?

This warranty applies only to ZIP System Peel and Stick Underlayment manufactured on or after January 1, 2022 and used ONLY in roofing underlayment applications. This warranty supersedes any previous warranties offered for the ZIP System Peel and Stick Underlayment, other than the Leak-Free Limited Warranty on ZIP System™ Roof Assembly, as such warranty may exist from time to time.

This warranty shall not cover the following (or any conditions related thereto):

- (a) installation of product on roof pitches that are less than 2:12;
- (b) product not properly installed including, but not limited to, the installation of products that are beyond their shelf life or the use of ZIP System Peel and Stick Underlayment that has been exposed without a finished roof covering for (i) greater than 90 days from the date of commencement of installation for ZIP System™ Peel and Stick Underlayment or (ii) greater than 120 days from the date of commencement of installation for ZIP System™ Peel and Stick Underlayment HT;
- (c) installation of the product in manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development;
- (d) installation of the product on structures that do not meet the definition of a “Structure” under this warranty or which do not conform with all applicable building codes and industry standards;
- (e) product removed from its original installation and reused;
- (f) misapplication, abuse, or mishandling of product;
- (g) casualty (such as, but not limited to, in-transit damage, fire, flood, natural disaster or other acts of God, mold, mildew or insect damage);
- (h) damage caused by persons other than HEW;
- (i) corrosive elements;
- (j) use of the product in any application other than as a roofing underlayment including, without limitation, use on decks, walls, or floors;
- (k) alteration of the product such as, but not limited to, the introduction of chemical treatments, coatings or films;
- (l) damage to, or deterioration of, the exterior roof covering or any additional roof layers other than the ZIP System Peel and Stick Underlayment, including any leaks resulting therefrom, or similar causes; and
- (m) warranty claims which HEW was not notified of strictly in accordance with Section 7 below.

6. What are your remedies under this warranty?

With respect to any breach of this warranty during the Warranty Period, HEW will, in its sole discretion, either replace the ZIP System Peel and Stick Underlayment giving rise to the failure to comply with this warranty or refund the original purchase price therefor. In no event shall HEW be liable for any amount in excess of the lesser of: (a) the original purchase price of the ZIP System Peel and Stick Underlayment that did not perform as warranted under Section 4 (as evidenced by an original invoice) or (b) \$5,000.00 USD.

In the event a User is eligible to make a warranty claim under both this warranty and the Leak-Free Limited Warranty on ZIP System™ Roof Assembly, such User shall not be permitted to combine the

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remedy limits under both warranties and instead shall be entitled to only one remedy (to be determined at HEW's option), the cost of which shall not exceed the lesser of the remedy limits set forth in the Leak-Free Limited Warranty on ZIP System™ Roof Assembly.

The Warranty Period is not extended if HEW replaces the HEW products giving rise to the claim. HEW may change the availability of this warranty at its sole discretion, but any changes will not be retroactive.

7. How do you obtain warranty service?

In order to obtain service under this warranty, the User must provide written notice of a warranty claim to HEW at the address provided below, no later than 30 days after discovery of the condition giving rise to a claim and provide an original invoice evidencing the purchase and use of the ZIP System Peel and Stick Underlayment. The User must give HEW a reasonable opportunity to evaluate the problem and inspect the ZIP System Peel and Stick Underlayment prior to any alteration, change or repair. The User must, at its expense and risk, remove and replace any building components that cover or otherwise limit access to the HEW products. In the event that HEW elects to replace the HEW products, the User must, at its expense and risk, install the replacement HEW products. The User shall be solely responsible for the cost of any labor or installation required for replacement products provided.

8. DISCLAIMER OF OTHER WARRANTIES AND LIMITATIONS OF LIABILITY

EXCEPT AS SET FORTH ABOVE, THE PRODUCTS ARE SOLD "AS IS." THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND HEW'S ENTIRE LIABILITY FOR DEFECTS IN OR FAILURES OF THE PRODUCTS OR ANY BREACH OF THIS WARRANTY. HEW SHALL NOT UNDER ANY CIRCUMSTANCES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF PROPERTY VALUE OR LOSS OF USE OF PROPERTY.

SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. OTHER THAN THE WARRANTIES SET FORTH HEREIN, HEW SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMER OF IMPLIED WARRANTIES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED, HEW LIMITS THE DURATION AND REMEDIES OF ALL IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE DURATION OF THIS EXPRESS WARRANTY. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY BY JURISDICTION.

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9. Contact Us

For copies of this warranty or of the applicable HEW application and installation instructions and guidance or U.S. Dept. of Commerce Voluntary Product Standard PS2 or PS1, or if you have any questions, please contact HEW at the address, phone number or website indicated below. Please include the approximate date of construction of the Residential Structure.

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