

ZIP SYSTEM™ RAINSCREEN DRAINAGE AND VENTILATION MAT 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 Drainage and Ventilation Mat” means ZIP System™ Rainscreen- Drainage and Ventilation Mat used in accordance with HEW’s installation instructions and guidance.

“Warranty Period” means 15 years from the date of installation of the ZIP System Drainage and Ventilation Mat.

“User” means either (i) the builder or installer who purchased the ZIP System Drainage and Ventilation Mat installed on a Structure or (ii) the Original Owner.

“Original Owner” means the original owner of the Structure incorporating the ZIP System Drainage and Ventilation Mat.

“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 any defects in the material or workmanship of the ZIP System Drainage and Ventilation Mat. 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 installer 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 Drainage and Ventilation Mat 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 Drainage and Ventilation Mat manufactured on or after August 1, 2023 and used ONLY in wall sheathing applications. This warranty supersedes any previous warranties offered for the ZIP System Drainage and Ventilation Mat..

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

- (a) 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 Drainage and Ventilation Mat that has been exposed without an exterior finished wall covering for greater than 90 days from the date of commencement of installation of the ZIP System Drainage and Ventilation Mat;
- (b) 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;
- (c) 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;
- (d) product removed from its original installation and reused;
- (e) misapplication, abuse, or mishandling of product;
- (f) casualty (such as, but not limited to, in-transit damage, fire, flood, natural disaster or other acts of God, mold, mildew or insect damage);
- (g) damage caused by persons other than HEW;
- (h) corrosive elements;
- (i) use of the product in any application other than as a drainage and ventilation mat on exterior wall sheathing;
- (j) alteration of the product such as, but not limited to, the introduction of chemical treatments, coatings or films;
- (k) damage to, or deterioration of, the exterior wall covering or any additional wall layers other than the ZIP System Drainage and Ventilation Mat.
- (l) 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 Drainage and Ventilation Mat 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 Drainage and Ventilation Mat that did not perform as warranted under Section 4 (as evidenced by an original invoice) or (b) \$10,000.00 USD.

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.

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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 Drainage and Ventilation Mat. The User must give HEW a reasonable opportunity to evaluate the problem and inspect the ZIP System Drainage and Ventilation Mat 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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ZIP SYSTEM™ ROOF RESIDENTIAL LIMITED WARRANTY

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9. Contact Us

For copies of this warranty or of the applicable HEW application and installation instructions and guidance, 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 Structure.

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