

LEAK-FREE LIMITED WARRANTY ON ZIP SYSTEM™ ROOF ASSEMBLY

You must register to receive the benefit of this limited warranty.

1. Definitions

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

“HEW” means Huber Engineered Woods LLC.

“Product” means ZIP System™ Peel and Stick Underlayment or ZIP System™ Peel and Stick Underlayment HT.

“Warranty Period” means 5 years starting from the date installation of the Product on the Residential Structure is complete.

“ZIP System Roof Assembly” means a roof assembly with a slope of 2:12 or greater, the components of which are properly installed, and which assembly is made up of (i) ZIP System™ Peel and Stick Underlayment or ZIP System™ Peel and Stick Underlayment HT installed over (ii) 1/2” or 5/8” ZIP System® panels (iii) affixed to wood roof framing members spaced not more than 24 inches on center (iv) by code recognized fasteners and fastening patterns, and (v) with panel seams sealed using ZIP System™ Flashing Tape or ZIP System™ Liquid Flash. For the avoidance of doubt, this warranty does not apply to roof assemblies using 7/16” ZIP System® panels or any ZIP System® R-sheathing panels.

“Leak” means Bulk Water intrusion through the ZIP System Roof Assembly panels or panel seams caused solely by the failure of the ZIP System® panels, ZIP System™ Flashing Tape, ZIP System™ Liquid Flash, or Product. All other leaks are not covered by this warranty, including but not limited to leaks around mechanical, electrical, or plumbing penetrations in the ZIP System Roof Assembly, skylights, step-flashed penetrations or transitions, roof vents, h-clips, or roof to wall intersections, or leaks due to uneven panels, including, without limitation, as a result of framing that is not flat.

“Bulk Water” means liquid water droplets that originate on the exterior side of the ZIP System Roof Assembly.

“Residential Structure” means (i) a one- or two- family dwelling or structure (excluding townhomes) permitted under the International Residential Code (as it may be updated or amended from time to time) or governing residential code, and (ii) located in the United States. No other multi-family or other dwellings are covered by this warranty.

“Registered User” or “you” means either the consumer who purchased and installed the Product on a Residential Structure or the Original Homeowner, who has, in each case, properly registered for this warranty at www.LeakFreeGuarantee.co/Register prior to installation of the ZIP System® panels on the Residential Structure.

“Original Homeowner” means the original owner of the Residential Structure incorporating the Product.

“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 (or for third-party products, the manufacturer of such products), (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.

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

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

3. Is this warranty transferable?

This warranty is for the sole benefit of the Registered User, is not transferable and terminates upon transfer of the Residential Structure by the Original Homeowner.

4. What is covered by this warranty?

HEW warrants to Registered Users that during the Warranty Period, the portions of the roof installed on a Residential Structure that meet the requirements to be a ZIP System Roof Assembly will not result in any Leaks. This warranty applies to Product manufactured on or after October 4, 2021.

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

This warranty does not cover any damage or leaks due to:

- (a) a source other than a Leak;
- (b) improper transportation, storage, use, handling, installation, or maintenance of materials, including, without limitation, failure to follow the Product or other ZIP System Roof Assembly components' installation instructions, the installation of products that are beyond their shelf life, the use of ZIP System™ Peel and Stick Underlayment that has been exposed without a finished roof covering for greater than 90 days from the date of commencement of installation of the Product or the use of ZIP System™ Peel and Stick Underlayment HT that has been exposed without a finished roof covering for greater than 120 days from the date of commencement of installation of the Product, or the use of ZIP System® panels that have been exposed without a finished roof covering for greater than 180 days from the date of commencement of installation of the panels;
- (c) installation of products in structures that are not new Residential Structures or products not installed as part of the original Residential Structure construction;
- (d) alterations to the structure, including without limitation removal and reuse of the ZIP System Roof Assembly, or any component thereof, in another structure after the original installation thereof or the alteration of any component of the ZIP System Roof Assembly, including, but not limited to the application of chemical treatments, coatings or films;
- (e) (e) failure of or damage to roof covering or additional roofing underlayment layers besides the Product or the removal, replacement or repair thereof;
- (f) (f) physical forces such as fire, floods, natural disasters and other acts of God;
- (g) (g) corrosive elements;
- (h) (h) damages caused by persons other than HEW;
- (i) (i) use of the Product or ZIP System® panels in any exterior or outdoor application (other than as permitted by HEW installation instructions), including, without limitation, decks, exterior walkways, balconies, or sheds;
- (j) (j) termites or other wood destroying organisms, including mold and mildew; or
- (k) (k) use of any ZIP System™ products other than as components in a building roof assembly.

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

- (a) (x) roofs with a slope less than 2:12;
- (b) (y) roof assemblies where the interior side of the ZIP System® panels are not visible due to the introduction of other products, including but not limited to insulation using spray polyurethane foam ;or
- (c) (z) manufactured housing applications that conform to a federal building code administered by the U.S. Department of Housing and Urban Development.

This warranty supersedes any previous warranties offered for this Product.

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: (a) replace the Product giving rise to the failure to comply with this warranty, (b) refund the purchase price of such Product, or (c) repair the ZIP System Roof Assembly. In any event, irrespective of the remedy selected by HEW, the cost of the remedy shall not exceed the lesser of five times (5x) the cost of the Product giving rise to the failure to comply with this warranty, or a maximum of \$20,000.00 (Twenty Thousand USD).

In the event a Registered User is eligible to make a warranty claim under both this warranty and the applicable ZIP System Roof Limited Warranty, such Registered User shall not be permitted to combine the 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 applicable ZIP System Roof Limited Warranty

The Warranty Period is not extended if HEW replaces the Product or repairs the ZIP System Roof Assembly. 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 Registered 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. The Registered User must give HEW a reasonable opportunity to evaluate the problem and inspect the ZIP System Roof Assembly prior to any alteration, change or repair and provide an original invoice evidencing the purchase and use of a ZIP System Roof Assembly. The Registered User must, at their own 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 Registered User must, at their own expense and risk, install the replacement HEW products. The Registered User shall be solely responsible for selecting contractors to perform any repair or replacement work approved by HEW in accordance with the terms of this warranty, and HEW shall only be required to reimburse the Registered User for the reasonable cost thereof.

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

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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.

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 Residential Structure.

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