



ZIP System® Products Limited Warranties for Commercial Property Owners

The installation of ZIP System® wall or roof panels with ZIP System® adhesive tape and/or ZIP System™ liquid flash, as part of the original building envelope of a Commercial Property, entitles a Commercial Property Owner to the following warranties.

30 Year System Limited Warranty. We warrant to the Commercial Property Owner that, for a period of 30 years after the date of installation, (1) the system consisting of ZIP System® wall or roof panels and ZIP System® adhesive tape and/or ZIP System™ liquid flash will satisfy the Air and Water Resistance Properties Test set forth in Huber Engineered Woods (HEW) Publication Z-1; and (2) the ZIP System® panels will comply with the performance requirements set forth in U.S. Dept. of Commerce Voluntary Product Standard PS2-10 and will not delaminate. Delamination is a visible separation of panel layers which reduces the panel's structural strength. Our liability to the commercial property owner under this 30-year system limited warranty is limited to the repair or replacement, at HEW's option, of materials giving rise to the failure to comply with this warranty.

Date of Manufacture. These warranties apply only to ZIP System® products manufactured on or after March 1, 2013 and replace any previous warranties for such products.

Commercial Property. To qualify for these warranties, the products must be installed on a building within the United State which is (a) Type V; (b) not covered by a HEW Homeowner or Residential Builder Warranty; and (c) not excluded by applicable HEW application and installation manuals.

Conditions of Warranties. These warranties apply only if the products covered were installed in strict conformance with HEW application information and installation instructions applicable at the time of construction, in a new structure conforming to all applicable building codes and industry standards. These warranties apply only to ZIP System® products installed as part of the original structure construction. Notice to HEW of a warranty claim must be provided, at the address provided below, no later than 30 days after the Commercial Property Owner, its agent, or its contractor becomes aware of the condition giving rise to a claim. The Commercial Property Owner must give HEW a reasonable opportunity to inspect and repair the property. The Commercial Property Owner must, at its expense and risk, remove and replace any building components which cover or otherwise limit access to the HEW products. In the event that HEW elects to replace the HEW products, the Commercial Property Owner must, at its expense and risk, install the replacement HEW products.

Excluded Conditions. Conditions due to misapplication, abuse, mishandling, improper installation, casualty (such as, but not limited to, in – transit damage, fire, mold, mildew or insect damage), alteration of the structure, damage to or deterioration of the exterior wall or roof, or similar causes is not covered by these warranties. Minor surface characteristics such as loose or folded surface flakes or minor localized edge checking or cosmetic imperfections do not qualify as delamination.

Exclusion of Other Warranties and Limitation of Remedies. The foregoing warranties are exclusive and are in lieu of all other warranties, express or implied, **INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.** Except as set forth above, the products are sold "AS IS". The remedies set forth above are the sole and exclusive remedies of the original commercial property owner for defects in, or failures of, the products. In no event, whether in contract, tort, (including negligence), strict liability or otherwise, will HEW be liable for special, indirect, incidental, or consequential damages, including, but not limited to, loss of profits, loss of property value, or loss of use of property. **In no event will HEW be liable for any amount in excess of the lesser of (i) \$10 per square foot exterior wall or roof using HEW Zip System® products or (ii) \$500,000 for the entire Commercial Property.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. These warranties give you specific legal rights, and you may also have other rights which vary from state to state.

Non-Transferability. These warranties are for the sole benefit of the original Commercial Property Owner and are not transferable.

Additional Information. For copies of the applicable HEW application information and installation manuals, U.S. Dept. of Commerce Voluntary Product Standard PS2-10, and Air and Water Resistance Properties Test HEW Publication Z-1 or to provide notice of a warranty claim, please write, fax, or e-mail to the address listed below, or visit the web site indicated below. Please include the approximate date of construction of the Commercial Property.

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