

TYPAR® WEATHER PROTECTION SYSTEM LIMITED WARRANTY

IMPORTANT NOTICE: Read this entire TYPAR® WEATHER PROTECTION SYSTEM PRODUCTS Limited Warranty and Limitation of Liability ("Limited Warranty") before installing this product. Refer to the Installation Instructions for the installation requirements. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

Berry Plastics Corporation ("Berry") provides the following Limited Warranty for its TYPAR® Weather Protection System Products listed below ("Product" or "Products," as applicable) to the Owner of a Structure in the United States or Canada, subject to the terms and conditions stated below.

Wrap: TYPAR® Building Wrap, TYPAR® MetroWrap, and TYPAR® Drainable Wrap

Flashings: TYPAR® Flexible Flashing, TYPAR® All-Temperature Flashing, and TYPAR® Butyl Flashing

Tape: TYPAR® Construction Tape

DEFINITIONS

As used in this Limited Warranty, the following terms have the following meanings:

- **"Structure"** means a (1) Single-Family Residence, (2) a detached unit or building within a multi-family, apartment, condominium, or other residential project, or (3) a commercial building.
- **"Single-Family Residence"** means a dwelling which is designed, occupied or intended for occupancy by one family, which is permanently situated on a lot owned by the owner of the dwelling, which is physically detached from any other dwelling, and which does not include a manufactured or modular home.
- **"Owner"** means the first owner of a Structure following the installation of the Products. The Owner of a Single-Family Residence must also reside in (or intend to reside in) the Single-Family Residence or lease the Single-Family Residence to others for use as a Single-Family Residence.
- **"Specifications," "Characteristics," and "Installation Instructions"** are those that Berry publishes at <http://www.typar.com/downloads> and that are in effect on the date of the purchase of the Products from Berry or an authorized reseller.

SINGLE-FAMILY RESIDENCE LIMITED LIFETIME PRODUCT WARRANTY

Berry warrants to the Owner of a Structure that is a Single-Family Residence, for the lifetime of the Product(s) installed on such Structure, that the Product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. If any Product(s) fail(s) to meet performance Specifications or Characteristics, Berry will provide, at no cost, replacement product(s) for the failed Product(s), if available, or substantially similar product(s) being manufactured by Berry at the time of the replacement.

15-YEAR LIMITED PRODUCT WARRANTY FOR STRUCTURES OTHER THAN SINGLE-FAMILY RESIDENCES

Berry warrants to the Owner of a Structure other than a Single-Family Residence, for a period of 15 years from the date of purchase of the Product(s) installed on such Structure, that the Product(s) will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards, and applicable building codes, in a properly designed and constructed wall system. If any Product(s) fail(s) to meet performance Specifications or Characteristics, Berry will provide, at no cost, replacement product(s) for the failed Product(s), or affected portions thereof, such replacement to consist of the same Product(s), if available, or substantially similar product(s) being manufactured by Berry at the time of replacement.

LIMITED LIFETIME SYSTEM WARRANTY FOR STRUCTURES UP TO THREE STORIES IN HEIGHT

For Products comprising the entire building envelope of a new Structure up to three stories in height, and otherwise in accordance with the terms and conditions set forth herein, Berry will pay for the reasonable costs of construction (labor and materials) necessary to repair the actual area of damage to the wall system of the Structure caused solely by the failure of the Product(s) if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. To qualify for this Limited Lifetime System Warranty, the entire building envelope of the Structure must be constructed exclusively of a combination of the Products that includes at least one Product from each of the three Product categories listed on the previous page (wrap, flashing, and tape). Use of any other building envelope product, when an applicable Product is available from Berry, or installation of Products on a Structure four or more stories in height, voids this Limited Lifetime System Warranty. This Limited Lifetime System Warranty shall apply only to a Structure on which the Products are installed during original construction.

10-YEAR LIMITED SYSTEM WARRANTY FOR STRUCTURES FOUR OR MORE STORIES IN HEIGHT

Berry warrants to the Owner of a new Structure four or more stories in height, for a period of 10 years from the date of purchase of the Products comprising the entire building envelope of such Structure, that the Products will perform according to published Specifications and Characteristics if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes in a properly designed and constructed wall system. To qualify for this Limited System Warranty, the entire building envelope of the Structure must be constructed exclusively of a combination of the Products that includes at least one Product from each of the three Product categories listed on the previous page (wrap, flashing, and tape). Use of any other building envelope product, when an applicable Product is available from Berry, voids this 10-Year Limited System Warranty. This 10-Year Limited System Warranty shall apply only to a Structure on which the Products are installed during original construction. If any Products fail to meet performance Specifications or Characteristics, Berry will pay for the reasonable costs of construction (labor and materials) necessary to repair the actual area of damage to the wall system of the Structure caused solely by the failure of the Product(s).

BERRY'S RESPONSIBILITY AND LIABILITY, IF ANY, FOR REPAIRS UNDER THE LIMITED SYSTEM WARRANTY SHALL BE LIMITED TO REPAIR COSTS OF NO MORE THAN \$10 PER SQUARE FOOT OF DAMAGED EXTERIOR WALL AREA AND SHALL IN NO EVENT EXCEED A PROJECT MAXIMUM OF \$500,000 USD, REGARDLESS OF SQUARE FOOTAGE OR NUMBER OF STRUCTURES AFFECTED.

ADDITIONAL LIMITED WARRANTY TERMS, CONDITIONS, AND EXCLUSIONS

This Limited Warranty is non-transferable and applies only to Product(s) purchased and installed in the United States or Canada on or after January 1, 2017.

Neither replacement of Product(s) nor repair of any Structure under this Limited Warranty shall renew or extend the warranty term, such term to always begin to run from the date of purchase of the Product(s) to which this Limited Warranty applies. This Limited Warranty does not apply to replacement Product(s).

Berry retains, at its discretion, the right to modify this Limited Warranty at any time, however, no individual representative, agent, or employee of Berry has the authority to modify the terms of this Limited Warranty. This Limited Warranty and all the terms contained herein constitute the entire agreement between Berry and the Owner.

FAILURE TO COMPLY WITH PRODUCT INSTALLATION INSTRUCTIONS VOIDS ALL WARRANTIES UNLESS IT IS CLEARLY ESTABLISHED BY THE OWNER THAT THE DEFECT OR FAILURE IS UNRELATED TO SUCH NONCOMPLIANCE.

This Limited Warranty is not a statement of the useful life of the Product(s).

HOW TO MAKE A LIMITED WARRANTY CLAIM

All claims under this Limited Warranty must be made in writing to Berry Plastics Corporation, 101 Oakley Street, Evansville, IN 47710, Attention: General Counsel. All claims must be postmarked no later than **sixty (60) days** after discovery of the condition giving rise to the claim, and within the warranty period, and must include the name, address and phone number of the Owner, nature of the claim, date of discovery of the condition giving rise to the claim, list of the Product(s) involved and the type, number of stories, and address of the Structure affected. All claims also must include acceptable proof, in Berry's sole discretion, of the date of purchase of the Product(s). Failure to follow these claim procedures will void this Limited Warranty.

INSPECTION

If Berry determines that an inspection or investigation of a claim is necessary, the Owner must provide access for a Berry representative to inspect the Structure specified in the claim and conduct an investigation, including but not limited to taking photographs and samples. Failure to follow these claim procedures will void this Limited Warranty.



LIMITATION OF REMEDY

THE EXCLUSIVE REMEDY OF THE OWNER, AND THE SOLE LIABILITY OF BERRY FOR ANY AND ALL CLAIMS, LOSSES, INJURIES OR DAMAGES (INCLUDING CLAIMS BASED ON BREACH OF WARRANTY, CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR OTHERWISE) RESULTING FROM THE SALE, INSTALLATION, OR USE OF THESE PRODUCTS SHALL BE THIS LIMITED WARRANTY.

The laws of the State of Indiana (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts, and this Limited Warranty shall not be governed in whole or in part by the United Nations Convention on Contracts for the International Sale of Goods; as allowed by that convention, the parties specifically disclaim its application. Any and all disputes between the parties related to this Limited Warranty shall be prosecuted solely and exclusively in the federal or state courts located in Indiana, and Owner consents to personal jurisdiction of those courts and venue of Vanderburgh County and waives all defenses based on inconvenient forum. Each party waives any right to trial by jury in enforcement of this Limited Warranty.

LIMITATION OF WARRANTY

THE LIMITED WARRANTY IN THIS DOCUMENT IS COMPLETE AND IN LIEU OF ALL OTHER WARRANTIES. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY, AND TO THE FULL EXTENT PERMITTED BY LAW, BERRY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL OTHER WARRANTIES CREATED OR IMPLIED BY STATUTE, CUSTOM, OR USAGE OF TRADE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. This Limited Warranty gives you specific legal rights, and you may have additional rights, which vary from jurisdiction to jurisdiction.

LIMITATION OF LIABILITY

This Limited Warranty sets forth Berry's maximum liability for the Products. **BERRY'S RESPONSIBILITY AND LIABILITY, IF ANY, IN CONNECTION WITH THE PRODUCTS AND THIS LIMITED WARRANTY SHALL BE LIMITED TO REPLACEMENT OR REPAIR, AS SET FORTH ABOVE. TO THE FULL EXTENT PERMITTED BY LAW, BERRY SHALL NOT BE LIABLE IN TORT, CONTRACT, OR OTHERWISE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, EXPECTATION, OR OTHER DAMAGES OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE PRODUCTS OR THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, PROPERTY DAMAGE, PERSONAL INJURY, OR DEATH. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.**

DISCLAIMER – WHAT THIS LIMITED WARRANTY DOES NOT COVER

This Limited Warranty shall not apply to damage to Products or Structures caused by or resulting from any of the following:

- Normal wear and tear.
- Abuse, mishandling, nonstandard use or application, neglect, improper maintenance, accident, modification, damage, or vandalism by any party other than Berry.
- Foreign objects or agents, or use of materials incompatible with the Products, including but not limited to any caulks or sealants containing solvents or plasticizers coming into contact with the adhesive portion of TYPAR® Butyl Flashing.
- Defects in the Structure or a component of the Structure.
- Structural settlement, movement, or vibration.
- Any penetration of the building envelope of the Structure, unless in accordance with applicable published installation instructions for the Products.
- Use of any Product(s) in an area containing a pool, hot tub, whirlpool, Jacuzzi, steam room, sauna or spa, or any other area exposed to a heightened amount of moisture, humidity, or heat.
- Acts of God, including but not limited to lightning, flood, hail, or high winds.
- UV Exposure of the Product(s) in excess of those set forth in the Specifications or Characteristics.
- Any defect arising out of the performance of any non-Berry product.

TYPAR® Building Wrap is part of a complete Weather Protection System, which also includes TYPAR® MetroWrap, TYPAR® Flashings, TYPAR® Drainable Wrap, and TYPAR® Construction Tape.

TYPAR® is a registered trademark of Fiberweb, LLC, a wholly owned subsidiary of Berry Plastics Corporation

For more information, visit www.TYPAR.com

