

Residential and Light Commercial Henry® 1-2-3 Moisture Control System™ Warranty

Subject to the terms and conditions of this warranty, this Moisture Control System is expressly warranted for a period of fifteen (15) years from purchase to perform to Henry Company LLC, a Carlisle Company (collectively with its subsidiaries and affiliates, “Henry”), published specifications when installed according to Henry installation procedures and accepted industry standards or installation details prepared by a properly licensed design professional. In the event of a warranty claim, Henry will pay, subject to the limits of this warranty, the cost of materials and labor to correct leaks that result solely from the failure of Henry product as expressly warranted herein.

Only buildings constructed in the United States that are single family, duplex, low rise multi-family, or light commercial buildings constructed of wood framing less than 4 stories above grade shall qualify for this Moisture Control System warranty.

This warranty shall only apply to an installed Moisture Control System that includes a Henry product from each of the following three categories: 1. weather resistive barrier (“WRB”) 2. window flashing, 3. sealant (individually a “Product” and collectively the “Products”):

1. WRB

Blueskin® VP100
WeatherSmart®
WeatherSmart® Commercial
WeatherSmart® D
WeatherSmart® Drainable
Hydro Tex™
Hydro Tex™ D
Super Jumbo Tex® Brands
Jumbo Tex® Brands

2. Flashing

Blueskin® Zero Flash™
Blueskin® Butyl
Fortiflash® Fusion™
FortiFlash® Butyl
Fortiflex® Butyl
Fortiflash®
Moistop neXT®
Moistop PF®
Moistop® E-Z Seal
Moistop® EVO™
AirBloc® LF

3. Sealant

Moistop® Sealant
Air-Bloc® LF
212 All Purpose Crystal Clear
Sealant

When a Moisture Control System is installed using Henry Products from each of the above three categories, the following accessories shall also be covered by this warranty: Moistop Corner Shields, WeatherSmart Rainscreen, Aquatac Primer, and Henry Sheathing Tape.

Substitution of WRB, flashing products, insulation, or sealant with products manufactured by others, or an ineligible Henry Product not listed above, voids this warranty, in which case Henry’s standard Product warranty shall apply.

To locate relevant and applicable Product labels, data sheets and specifications, which are periodically updated and published, go to Henry’s website: www.henry.com. By providing this warranty, Henry does not assume liability or responsibility for the design of any structure, including but not limited to any wall assembly, framing, configuration, or sequencing.

Henry does not warrant, and this warranty shall not apply to, installation or defects caused by installation. This warranty covers only defects in the manufacturing of the Products installed in the Moisture Control System. Henry shall not be liable for, and this warranty shall not apply to, damage resulting from anything other than an inherent manufacturing defect, such as 1) settlement, movement, structural

damage, or defects in the building, walls, foundation, or the substrates over which the Product is applied, 2) damage resulting from any alteration, removal, modification of the installed Product, 3) damage to the interior or exterior of the building or any personal property, and 4) damage caused by any natural disasters; intentional or negligent acts, misuse, abuse, , or the like; deterioration or failure of building components, including, but not limited to, the applicable substrates, walls, mortar, metal work and penetrations; acids, oils, harmful chemicals and the like.

Decisions as to the extent of repair or replacement required shall be made by Henry in its sole discretion and shall be final. Henry reserves the right to discontinue or change any of the Products listed in the above categories. If a Henry Product originally installed in the Moisture Control System is not available and Henry agrees to replace the Product, Henry shall have the right to substitute the Henry Product with a compatible Product. Repairs shall be only to that portion of the Product exhibiting defects at the time of the warranty claim. Repairs will be warranted only for the remainder of the original warranty period.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, HENRY DISCLAIMS ALL OTHER WARRANTIES, GUARANTEES, CONDITIONS AND REPRESENTATIONS, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED CONDITIONS OR WARRANTIES AS TO THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

THIS WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HENRY AND UNDER NO CIRCUMSTANCES SHALL HENRY BE LIABLE FOR 1) ANY DAMAGES BASED ON ANY LEGAL THEORY OF LIABILITY OTHER THAN THE EXCLUSIVE LIABILITY SET FORTH IN THIS WARRANTY OR 2) ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, SPECIAL, INCIDENTAL, OR OTHER DAMAGES.

IF ANY TERM OR CONDITION OF THIS WARRANTY IS LIMITED BY APPLICABLE LAW, THEN SUCH TERM OR CONDITION IS DEEMED SEVERED TO THE EXTENT SO LIMITED.

Warranty claims must be made in writing to Henry by email at warranty@henry.com no later than thirty (30) days after a potential claim covered under this warranty is or should by reasonable diligence have been discovered. Failure to give such notice within the time stated herein shall relieve Henry of all liability and any obligation to repair any leak otherwise covered by this warranty.

Owner must provide Henry with reasonable, necessary, and safe access to effectively observe Henry Products and/or to obtain samples of the installed Product if deemed necessary by Henry within sixty (60) days of Henry receiving notification. At its discretion, Henry may observe, but is not responsible for, diagnostic testing or evaluation of performance of in-situ wall or fenestration products, assemblies, or configurations. Should the alleged failure or the remedy sought lie outside the scope of this warranty, Henry shall be entitled to recover its reasonable investigation costs, including repair costs, costs related to gaining access to the Moisture Control System including the removal or temporary movement of anything on or around the Building Envelope System.

Owner must provide proof of purchase or installation for the entire Building Envelope System in connection with any warranty claim. This warranty can only be transferred to a subsequent owner one time only.

Questions? Contact the Henry Warranty Group: warranty@henry.com