



**DRYVIT UK LTD.
TEN (10) YEAR LIMITED MATERIALS WARRANTY
FOR THE OUTSULATION® SYSTEM**

Dryvit UK Ltd. hereinafter referred to as “DRYVIT” hereby warrants that the Exterior Insulation and Finish System materials manufactured and sold by Dryvit, including the insulation board, adhesive, base coat, mesh and finish when installed in accordance with the current published Dryvit Specifications, shall be free from defects in the manufacture of the materials and will not, as a result of such defects, within a period of 10 years from the date of substantial completion of the project; under normal weather conditions and excluding unusual air pollution, lose their bond, peel, flake or chip, and further that the finish will be fade resistant, except for specially produced colours, and will be water resistant so long as the surface integrity is retained; provided, however, that no such warranty stated herein shall be effective until and unless the materials subject to this warranty shall have been paid for in full.

It is specifically understood and agreed that no warranty whatsoever is made with respect to (i) materials produced by other manufacturers and not bearing Dryvit’s name or logo which are used in the installation of Dryvit’s materials covered hereunder, (ii) materials, including insulation board, produced by manufacturers for Dryvit but not specifically sold by Dryvit or its authorised Distributor even if such materials bear Dryvit’s name or logo, nor (iii) any sealant materials.

Further, this warranty is void if the Dryvit materials are intermixed with other chemicals or materials not specifically required by Dryvit’s specifications.

Further, no warranty whatsoever is made for damage caused in whole or in part by acts of God or natural phenomenon, such as but not limited to falling objects, fire, earthquake, floods, pests, chemical fumes in the atmosphere; nor architecture, engineering, insufficient or defective waterproofing between Dryvit materials, or between Dryvit materials and non-Dryvit materials, nor defective or improper workmanship by the applicator, aesthetics, nor other damage or injury not solely and directly caused by defects in Dryvit’s materials as covered under this warranty.

This constitutes the entire warranty agreement and Dryvit makes no other warranties expressed or implied with respect to the materials except as expressly stated herein. DRYVIT DOES NOT MAKE ANY WARRANTY OF MERCHANTABILITY WITH RESPECT TO THE MATERIALS DESCRIBED HEREIN OR THE APPLICATION THEREOF AND FURTHER, DRYVIT MAKES NO WARRANTY THAT MATERIALS ARE FIT FOR ANY PARTICULAR PURPOSE.

The sole responsibility and liability of Dryvit under this warranty shall be to provide labour and materials necessary to repair or replace the Dryvit materials described herein shown to be defective during the warranty period, and only for the materials warranted hereunder. Any other labour or other costs associated with the repairs shall be the sole responsibility of the owner. No other charges or expenses will be allowed by Dryvit.

This warranty is issued to the original owner of the structure into which Dryvit’s materials shall have been incorporated, and may not be transferred or assigned.

Since the goods are building materials and are not intended to be sold to a “consumer” except as part of real estate or as a major addition thereto, this warranty shall not apply to any party constituting a “consumer” as such term is defined by the Magnusson-Moss Warranty Act.



This warranty shall be interpreted under the laws of the State of Rhode Island, USA.

Dryvit shall not have any obligations under this warranty unless the owner notifies Dryvit UK Ltd., Unit 4 Wren Park, Hitchin Road, Shefford, Bedfordshire, SG17 5JD, UK; ATTN: Warranty Services; in writing, within thirty (30) days of the alleged defects. Dryvit shall be allowed a reasonable period of time, authorisation to remove samples and to perform any testing Dryvit deems necessary to investigate and determine the cause of the defect. The Owner shall provide and cause any temporary repairs to be accomplished in a timely manner to prevent further damage to the structure or contents of the building until the cause of the defect is determined and permanent repair recommendations may be made.

Dryvit shall not have any obligations hereunder unless the system shall have been maintained by the Owner with reasonable care.