

SILLDRY 15-YEAR LIMITED WARRANTY

THIS LIMITED WARRANTY APPLIES ONLY WITHIN THE UNITED STATES. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS, WHICH VARY FROM STATE TO STATE.

THE LIMITED WARRANTY CAN BE FOUND ONLINE AT WWW.SILLDRY.COM/WARRANTY AND/OR IN THE DOCUMENTATION WE PROVIDE WITH THE PRODUCT.

WE WARRANT THAT DURING THE WARRANTY PERIOD, THE PRODUCT(S) WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP.

TO THE EXTENT NOT PROHIBITED BY LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER WARRANTIES, ORAL, WRITTEN, STATUTORY, EXPRESS OR IMPLIED. EXCEPT FOR THE EXPRESS WARRANTIES CONTAINED IN THIS LIMITED WARRANTY STATEMENT AND TO THE EXTENT NOT PROHIBITED BY LAW, WE DISCLAIM ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES DO NOT ALLOW DISCLAIMERS OF IMPLIED WARRANTIES, SO THIS DISCLAIMER MAY NOT APPLY TO YOU. TO THE EXTENT SUCH WARRANTIES CANNOT BE DISCLAIMED UNDER THE LAWS OF YOUR JURISDICTION, WE LIMIT THE DURATION AND REMEDIES OF SUCH WARRANTIES TO THE DURATION OF THIS EXPRESS LIMITED WARRANTY.

OUR RESPONSIBILITY FOR DEFECTIVE GOODS IS LIMITED TO PRODUCT REPLACEMENT AS DESCRIBED BELOW IN THIS WARRANTY STATEMENT.

WHO MAY USE THIS WARRANTY?

SillDry Industries, LLC, located at 2990 Bergey Road, Hatfield, Pennsylvania 19440 ("SillDry Industries"), provides this 15-year limited warranty to the original installer of a new SillDry® sill pan product (hereinafter, the "Product(s)), who has successfully completed SillDry's Product Warranty Registration Form (located at www.silldry.com/warrantyregistration) **prior to the installation** of the relevant Product(s). This Warranty is transferrable to subsequent building owners within the Warranty's 15-year cover period, as long as the original installer properly registered the Product(s), as described above.

WHAT DOES THIS WARRANTY COVER?

This limited warranty covers defects in materials and workmanship of the Product(s), subject to Product warnings, for the Warranty Period as defined below. More specifically, SillDry Industries warrants that the Product(s) will conform to SillDry's published Product Specifications when installed **in strict accordance** with SillDry's Installation Instructions, and any relevant flashing system manufacturer's and fenestration manufacturer's recommended product installation instructions (to the extent they do not conflict with SillDry's Installation Instructions), in a properly designed and constructed wall system, and following the applicable building codes

and accepted industry standards, for a period of fifteen (15) years after the date of installation.

WHAT DOES THIS WARRANTY NOT COVER?

This limited warranty does not cover any damage due to: (a) transportation; (b) storage; (c) improper use; (d) failure to strictly follow the Product Installation Instructions; (e) modifications; (f) unauthorized repair; (g) external causes such as accidents, abuse, fire, lightning, hurricane, high winds, or other actions or events beyond our reasonable control; (h) the negligence, gross negligence or willful misconduct of the builder, general contractor, professional installer, or of any third party, including the building owner; (i) vandalism or attack by any party; (j) defects in the structure or a component of the structure (*i.e.*, window, door or wall system) or selection and use of incompatible and/or inappropriate components which negatively affect the performance of the SillDry sill pan; (k) contamination from building site chemicals, or premature deterioration of the building materials; (l) nonstandard use or application of the SillDry Product(s); (m) improper building practices or design not in accordance with the application building code or industry standards, or any deviation from approved construction plans or project specifications; (n) foreign objects or agents, including the use of materials incompatible with SillDry Products; (o) UV exposure of the Product(s) in excess of that set forth in the SillDry Product Specifications; (p) improperly designed and/or installed building flashing systems; and/or (q) the reuse of the Product(s) in a second window installation. The SillDry Product(s) must be installed in strict accordance with the SillDry Installation Instructions that are in effect at the time of the installation, and any relevant flashing system manufacturer's and fenestration manufacturer's recommended product installation instructions (to the extent they do not conflict with the SillDry Installation Instructions). SillDry general Installation Instructions are published online at www.silldry.com.

WHAT IS THE PERIOD OF COVERAGE?

This limited warranty starts on the date of the original installer's installation of the Product(s) (***if installed within one (1) year of purchase***) and lasts for fifteen (15) years (the "Warranty Period"). The Warranty Period is not extended if SillDry Industries replaces the Product. SillDry Industries may change the availability of this limited warranty at its discretion, but any changes will not be retroactive.

WHAT ARE YOUR REMEDIES UNDER THIS WARRANTY?

This warranty is limited to product replacement. If the SillDry Product fails to meet the properties of the applicable SillDry Product Specifications, then SillDry Industries, LLC's sole liability will be to provide replacement Product. All Product replacement will be in the form of Product being manufactured at the time of replacement. No substitutions of other products or those manufactured by other manufacturers will be permitted. The Warrantee is responsible for any other costs associated with or arising out of the repair or replacement or any other correction. The Warrantee must reasonably cooperate with SillDry Industries, LLC or its representatives in their efforts to perform their obligations under this Warranty.

HOW DO YOU OBTAIN WARRANTY SERVICE?

To obtain warranty service, you must promptly call 215-634-9440 or email SillDry Industries,

LLC's Customer Service Department at support@silldry.com during the Warranty Period to report any potential claim, no later than sixty (60) days after you discover the potential claim, and you MUST provide SillDry Industries with proof of purchase and/or of installation of the SillDry Product(s). You must provide SillDry Industries or its representatives with a reasonable opportunity to inspect the building within sixty (60) days after SillDry Industries, LLC receives notice of your potential claim. At SillDry Industries, LLC's request, you must also provide access by SillDry Industries, LLC or its representatives to recovery of samples of the Product(s) from the actual installation in order to perform testing to determine whether or not the SillDry Product(s) failed as set forth herein.

LIMITATION OF LIABILITY

SILLDRY INDUSTRIES, LLC'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO PRODUCT REPLACEMENT. IF THE SILLDRY PRODUCT FAILS TO MEET THE RELEVANT SILLDRY PRODUCT SPECIFICATIONS AND THE TERMS OF THIS WARRANTY, THEN SILLDRY INDUSTRIES, LLC'S SOLE LIABILITY WILL BE TO PROVIDE REPLACEMENT PRODUCT. THE REMEDIES DESCRIBED ABOVE ARE YOUR SOLE AND EXCLUSIVE REMEDIES AND SILLDRY INDUSTRIES, LLC'S ENTIRE LIABILITY FOR ANY BREACH OF THIS LIMITED WARRANTY. SILLDRY INDUSTRIES, LLC SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, CONSEQUENTIAL, INCIDENTAL, SPECIAL OR PUNITIVE DAMAGES OR LOST PROFITS, LOST REVENUE, OR LOSS OF USE, OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

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.

The foregoing is the only Warranty made by SillDry Industries, LLC for SillDry Products. No representative, dealer or any other person is authorized to make, or makes, any warranty, representation or promise on behalf of SillDry Industries, LLC with respect to SillDry Products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this Warranty shall be binding upon SillDry Industries, LLC unless made in writing and signed by an authorized representative of SillDry Industries, LLC.

**THIS WARRANTY IS NOT A PERFORMANCE CLAIM.
THIS LIMITED WARRANTY APPLIES ONLY WITHIN THE UNITED STATES.**

GOVERNING LAW/VENUE

This Limited Warranty shall in all respects be governed by the laws of the Commonwealth of Pennsylvania. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Limited Warranty shall be brought against any of the parties in the federal or state courts located in Montgomery County, Pennsylvania, and each of the parties consent to the jurisdiction of such courts in any such action or proceeding and waives any objection to such venue.

This Limited Warranty Policy is effective as of November 6, 2018.