DRYLINE® TSX STRUCTURAL SHEATHING LIMITED WARRANTY

This Limited Warranty ("*Limited Warranty*") sets forth the sole warranty provided by Fibre Converters, Inc. ("*Fibre Converters*") for the DRYline® TSX Structural Sheathing (grades Green, Red, Black and Blue) product (the "*Product*"). This Limited Warranty applies only to Product manufactured by Fibre Converters on or after January 1, 2025. This Limited Warranty extends to the original purchaser of the Product, as well as the original owner of the structure onto which the Product is installed (the "*Structure*") (collectively referred to as the "*Original Purchaser*"). This Limited Warranty is not transferable, assignable, or able to be sold to any other person, including any subsequent owner or claimant of either the Product or the Structure.

LIMITED WARRANTY. Subject to the terms, limitations, and requirements set forth in this document, Fibre Converters warrants that, for 30 years from the date of purchase, the Product will be free from material manufacturing defects. In addition to the foregoing, if the entire structure is sheathed with the Product, with all joints either taped using a minimum 1 7/8" wide DRYline® Seam Tape or overlapped by at least ¾" and fastened with a single row of fasteners, and if all interior and exterior corners are taped with a minimum 4" wide DRYline® ATX flashing, and rough openings and wall penetrations are flashed using DRYline® ATX flashing, then, when installed in accordance with published installation and storage guidelines (ref. www.nationalshelter.com) and applicable building codes, the Product will function as (i) a water-resistive barrier, as defined in Section 202 of the 2018 International Building Code (IBC) and Section R202 of the 2018 International Residential Code (IRC), and (ii) an air barrier, as defined in Section R202 and N1101.6 of the 2018 IRC. (the "*Manufacturing Warranty*"). **EXCEPT AS PROVIDED HEREIN, THE PRODUCTS ARE SOLD "AS IS" AND FIBRE CONVERTERS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND FIBRE CONVERTERS EXPRESSLY EXCLUDES AND DISCLAIMS ANY SUCH OTHER WARRANTIES.**

SOLE & EXCLUSIVE REMEDY. If a Product that does not comply with the Manufacturing Warranty ("*Defective Product*") has not been installed, Fibre Converters will replace the Defective Product. If a Defective Product has been installed, Fibre Converters will pay the Original Purchaser the reasonable cost of labor and materials to repair and replace the actual area of wall damage directly caused by the Defective Product. No other costs will be paid or reimbursed, including, but not limited to, costs to remedy any alleged damage to interior spaces or items, such furniture or personal property. **THE FOREGOING SETS FORTH FIBRE CONVERTERS' SOLE AND EXCLUSIVE LIABILITY, AND THE ORIGINAL PURCHASER'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY ACTUAL OR ALLEGED DEFECTIVE PRODUCT, INCLUDING ANY DAMAGE CAUSED OR ALLEGED TO HAVE BEEN CAUSED BY ANY DEFECTIVE PRODUCT.**

EXCLUSIONS. This Limited Warranty will not apply to any Product that is (a) not installed in strict accordance with Fibre Converters' published installation instructions (as in effect at the time of purchase of the Product), applicable building codes, and customary building standards, (b) used other than in strict accordance with, or not maintained in strict accordance with, all applicable Fibre Converters specifications, recommendations, and guidelines (as in effect at the time of purchase of the Product), (c) utilized in a Structure whose envelope is not maintained to prevent water infiltration, (d) exposed to the elements or excessive moisture prior to installation, (e) exposed to UV light (including cloud-filtered UV light) for more than 90 days, (f) stored on the ground rather than elevated pallets or similar implements that prevent water saturation or is otherwise exposed to repetitive wetting conditions, (g) installed in direct contact with the ground or used in any application that allows for the accumulation or condensation of free water, (h) punctured by nail holes not backed by framing or blocking, (i) used for any purpose other than its intended use (side wall applications), including without limitation in roof applications or as floor protection, or as siding or classing, whether for interior or exterior application, not covered by appropriate siding or cladding within recommended installation exposure duration limits, (j) subject to misuse, abuse, or storage, transportation, maintenance, or handling in violation of Fibre Converters recommendations or requirements, (k) removed, reused, or altered, or used in a Structure to which alterations were made following installation of the Product, or (l) utilized in an area with activity of termites or similar organisms. Additionally, this Limited Warranty does not cover any damage or failure of a Product that results from (i) physical forces beyond Fibre Converters' control (including without limitation natural disasters, acts of God, weather events, war, terrorism, civil unrest, or similar causes), (ii) the negligence, gross negligence, or willful misconduct of the Original Purchaser or any third party, (iii) inadequate or defective design, detailing, or construction of the Structure, or (iv) a failure of any other portion of the Structure not directly resulting from the Product, including without limitation structural failure or distortion caused by failure or distortion in the walls or foundation of the Structure, including but not limited to settling of the Structure or movement of framing components.

LIMITATION OF LIABILITY. IN NO EVENT WILL FIBRE CONVERTERS' MAXIMUM LIABILITY WITH RESPECT TO ANY PRODUCT EXCEED THE LESSER OF (a) $10 PER SQUARE FOOT OF DAMAGED EXTERIOR WALL AREA OR (b) $500,000. IN NO EVENT WILL FIBRE CONVERTERS BE LIABLE FOR (I) ANY INDIRECT, SPECIAL, EXEMPLARY, CONSEQUENTIAL, OR INCIDENTAL DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, REVENUE, ECONOMIC LOSS, LOSS OF USE, OR PROPERTY DAMAGE, EVEN IF INFORMED OF SUCH DAMAGES, WITH RESPECT TO ANY PRODUCT; OR (II) ANY THIRD-PARTY CLAIMS RELATED TO THE PRODUCT OR DRYLINE SYSTEM. THE PARTIES ACKNOWLEDGE AND AGREE THAT THE LIMITATIONS SET FORTH IN THIS SECTION (i) SHALL SURVIVE BETWEEN FIBRE CONVERTERS AND ORIGINAL PURCHASER EVEN IF THE SOLE AND EXCLUSIVE REMEDY SET FORTH IN THIS LIMITED WARRANTY IS DEEMED TO FAIL OF ITS ESSENTIAL PURPOSE AND (ii) SHALL APPLY REGARDLESS OF WHETHER ANY CLAIM OR CAUSE OF ACTION IS BASED IN CONTRACT, TORT, STRICT LIABILITY, WARRANTY, OR ANY OTHER LEGAL OR EQUITABLE THEORY.

MAKING A CLAIM. To seek coverage under this Limited Warranty, the Original Purchaser must notify Fibre Converters in writing at warrantyclaims@fibreconverters.com within thirty (30) days of discovering a Defective Product. The notification must: (a) identify the Product(s) at issue, (b) describe the alleged defects, (c) include photographs of the alleged defects, and (d) be accompanied by proof of purchase, including the date of purchase. Fibre Converters must be given a reasonable opportunity to inspect the Product(s) (before any alteration, repair, or replacement is made) and reasonable time to evaluate the claim.

MISCELLANEOUS. This Limited Warranty gives the Original Purchaser specific legal rights, and will apply to the extent permitted by applicable law. An Original Purchaser may have additional or different legal rights that vary by jurisdiction, and some of the limitations in this Limited Warranty may not apply, in whole or in part, in certain jurisdictions. For a full description of applicable legal rights, please refer to the laws of the applicable jurisdiction. To the extent legally permitted, all matters under this Limited Warranty are governed by the laws of the State of Michigan, without regard to conflict of law principles. Any disputes shall be resolved in the state and federal courts serving the county in which Fibre Converters' headquarters are located. Each clause of this Limited Warranty is distinct and severable. If any clause is deemed unenforceable, the remainder of the Limited Warranty will remain in effect. **THE ORIGINAL PURCHASER WAIVES ANY RIGHT TO TRIAL BY JURY.**

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