

ENVIRO-BARRIER™ Air & Vapor Barrier SYSTEM WARRANTY

10 YEAR LIMITED WARRANTY

HOHMANN & BARNARD, INC. ("H&B") proudly provides the following 10-Year Limited Warranty for its **ENVIRO-BARRIER™** Air & Vapor Barrier System (referred to as "**ENVIRO-BARRIER™**" or the "System").

Subject to the limitations below, H&B warrants to "Original Purchasers" that when at least one component from each of the categories of components constituting H&B's **ENVIRO-BARRIER™** System (see attached Schedule A for current category component listing) is properly applied to an above-grade concrete block or poured concrete or to a gypsum sheathing building wall (a "Qualifying Building Wall"), the System will perform in accordance with H&B's published product performance specifications to prevent air and water vapor from penetrating the building walls and entering the interior of the building for a period of ten (10) years from the date of the System's original application (the "Warranty Period"). The term "Original Purchasers" means persons or entities that purchase **ENVIRO-BARRIER™** System components from H&B or an authorized H&B distributor, and apply them to Qualifying Building Walls for the benefit of registered building owners.

The benefit of the above warranty, subject to its limitations, is expressly assignable to registered owners of buildings upon which **ENVIRO-BARRIER™** System is applied.

Should **ENVIRO-BARRIER™** System fail to perform in accordance with H&B's performance specifications within the Warranty Period, as confirmed by H&B's inspection, H&B will, at its sole option and expense: (i) provide all necessary labor and materials for repairing or replacing the deficient **ENVIRO-BARRIER™** System components, provided that it is given unobstructed access to the area of the building to be repaired or replaced, or (ii) refund to the Original Purchaser the full purchase price it paid for the non-performing System components. This constitutes H&B's sole and exclusive obligation, and Original Purchaser's sole and exclusive remedies, with respect to any and all non-performing System components.

EXCEPT FOR THE EXPRESS WARRANTY STATED ABOVE, H&B MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY NATURE OR KIND WITH RESPECT TO THE COMPONENTS OF ITS **ENVIRO-BARRIER™** SYSTEM OR WITH RESPECT TO THE SYSTEM AS A WHOLE, AND EXPRESSLY DISCLAIMS AND EXCLUDES THE OTHERWISE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE. UNDER NO CIRCUMSTANCES SHALL H&B BE OR BECOME LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, INDIRECT OR SPECIAL DAMAGES, OR ANY LOSS OF PROFITS OR BUSINESS OPPORTUNITY DAMAGES, EVEN IF H&B IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES. IN ANY EVENT H&B'S MAXIMUM LIABILITY REGARDLESS OF THE THEORY OF RECOVERY SHALL NOT EXCEED THE ACTUAL PRICE PAID BY THE ORIGINAL PURCHASER FOR THE NON-PERFORMING PORTION OF THE SYSTEM.

SPECIFIC EXCLUSIONS:

By way of example, but without affecting the intended scope of the warranty or limitations set forth above, H&B shall not be responsible for and H&B's warranty shall not cover:

- Removing or replacing any obstacles that affect repair or contribute to damage;
- Removing or replacing soil, trees, grass, or other landscaping;
- Cracks or defects in walls, footings or foundations, etc.;
- Damage to the coating membrane caused by backfilling, including, without limitation, damage caused by backfilled stone, construction debris, etc.
- Damage caused by improper, defective or inadequate drainage systems:
- Damage caused by insufficient hydrostatic resistance at the exterior base of the foundation wall or across any floor within the foundation walls:
- Damage caused by defective or inadequate gutters and downspouts;
- Damage caused by interior condensation on foundation walls;
- Damage caused by intrusions or alterations of the waterproofed walls:
- Damage caused by the use of expansion joints in the design of the wall:
- Damage caused by construction techniques that allow for entrance of water above, below or behind the wall;

- Damage caused by failure to follow all of H&B's required installation and application instructions including, but not limited to, failure to allow required cure time before leakage or seepage when a coated wall is in contact with any other surface including, but not limited to backfill, soil, protection board, or foundation drainage systems.
- Inadequate performance due to the use of Enviro-Barrier components with materials or in environments not recommended by H&B:
- Damage caused by natural events, including without limitation, fire, subsidence, floods, lightning, hurricanes, hail, windstorm, earthquakes, tornadoes, cyclones and any other Acts of God; and
- Physical penetration, vandalism, damage or attack by any party, foreign objects or agents including, without limitation, animal and plant life:
- Any application involving less than at least one component from each category of System components listed on Schedule A (as amended from time to time);
- Any late reported warranty claim;
- Any System installation not timely registered with H&B

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MANDATORY SYSTEM REGISTRATION & LIMITED CLAIM REPORTING PERIOD: To obtain the above 10-year limited System warranty coverage for a particular building, the System installer must fully complete and submit to H&B a System Installation Registration within thirty (30) days from completion of installation of the System. Thereafter, any claim of defect or deficiency regarding the components of the installed System, must be made in writing within the Warranty Period and within not more than thirty (30) days following the date of first notice of non-performance of the System.

ENVIRO-BARRIER SYSTEM INSTALLATION REGISTRATION

| BUILDER (sign/print) | | | TITLE |
|---------------------------------|-------|-----|---|
| | | | |
| CITY | STATE | ZIP | PHONE |
| BUILDING OWNER (sign/print) | | | TITLE |
| BUILDING ADDRESS | | | |
| | | | PHONE |
| MASON CONTRACTOR | | | PHONE |
| SENERAL CONTRACTOR | | | PHONE |
| VATERPROOFING CONTRACTOR | | | PHONE |
| DISTRIBUTOR (sign/print) | | | TITLE |
| DISTRIBUTOR ADDRESS | | | |
| | | | PHONE |
| DATE OF SYSTEM INSTALLATION | | | SCHEDULE A, THE SYSTEM WARRANTY CHECKLIST, MUST BE COMPLETED AND RETURNED WITH THIS |
| | | | FORM TO DEMONSTRATE COMPLIANCE WITH THE TERMS OF THIS WARRANTY. |
| DATE OF PURCHASE | | | SUBSTITUTION WITH NON-H&B PRODUCTS WILL VOID WARRANTY. |
| UTHORIZED BY HOHMANN & BARNARD: | | | |
| sign/print) | | | TITLE |



SCHEDULE A

ENVIRO-BARRIER AIR & VAPOR BARRIER SYSTEM WARRANTY CHECKLIST

Any application involving less than at least one component from each category of the System components listed below will void this warranty.

SUBSTITUTION WITH NON-H&B PRODUCTS WILL VOID WARRANTY.

| AIR/VAPOR BARRIER | THRU-WALL FLASHINGS | | |
|---|---|--|--|
| □ ENVIRO-BARRIER™ | Textroflash [™] | | |
| □ ENVIRO-BARRIER™VP | □ Copper-Tuff [™] □ Copper-Tuff [™] SA | | |
| X-Barrier [™] /X-Seal [®] Transition Membrane | □ Copper-Flex [™] □ Copper-Flex [™] SA | | |
| NOTE AN | | | |
| NOTE: All air/vapor barrier systems MUST include H&B primer, mastic and detail tape. | ☐ Stainless Steel (Type 304, Pre-Bent & Soldered) | | |
| | Copper (16 oz., Pre-Bent & Soldered) | | |
| JOINT REINFORCEMENT | NOTE: All flashing systems MUST include H&B primer and mastic. | | |
| | | | |
| ☐ #170/270 ☐ #165/265 | | | |
| □ #180/280 □ #195/295 | DRIP EDGES | | |
| NOTE: Seismic configurations included | | | |
| | ☐ Stainless Steel ☐ Copper | | |
| VENEER ANCHORS | TERMINATION BARS | | |
| ☐ HB-213 ☐ BL-407 | ☐ T1 Stainless ☐ T1 Aluminum | | |
| ☐ DW-10HS® | ☐ T2 Stainless ☐ T2 Aluminum | | |
| ☐ 2-Seal [™] Tie | | | |
| ○ Standard ○ Concrete | PRE-FORMED SOLDERED CORNERS & | | |
| □ 2-Seal™ Thermal Wing Nut○ Standard ○ Concrete | END DAMS | | |
| ☐ X-Seal® | ☐ Stainless ☐ Copper | | |
| (MUST be used with continuous X-Seal® Tape) | | | |
| ■ VENEER ANCHOR SCREWS: FINISHES* | WEEPS & VENTS | | |
| ☐ Polymer ☐ Stainless Steel | Quadro-Vent [™] Mortar Trap [™] Weeps | | |
| *Factory Installed EPDM Washer Required | | | |
| ■ VENEER ANCHOR SCREWS: DIMENSIONS | MORTAR COLLECTION DEVICES | | |
| □ 10 x 1½" □ 12 x 2" □ 12 x 3" | | | |
| □ 12 x 4" □ 14 x 5" | | | |
| | MASONRY CLEANERS | | |
| NOTE: Seismic configurations included | ☐ Diedrich Technologies | | |