



### **3 YEAR LIMITED REPLACEMENT MATERIAL WARRANTY STUCCOAT®**

Dryvit Systems, Inc. ("Dryvit") warrants in the limited manner specified herein that the materials manufactured by Dryvit shall be free from defect in the manufacture of the materials.

THE SOLE RESPONSIBILITY AND LIABILITY OF DRYVIT UNDER THIS WARRANTY SHALL BE TO REPLACE THE DRYVIT MATERIALS DESCRIBED HEREIN SHOWN TO BE DEFECTIVE DURING THE WARRANTY PERIOD, AND ONLY FOR THE MATERIALS WARRANTED HEREUNDER. NO OTHER CHARGES OR EXPENSES WILL BE ALLOWED BY DRYVIT.

No warranty whatsoever is made with respect to (i) materials produced by other manufacturers not bearing Dryvit's name or logo which are used in the installation of the Dryvit materials covered hereunder, (ii) materials produced by other manufacturers for Dryvit but not sold by Dryvit or its authorized distributor, even if such materials bear Dryvit's name or logo, (iii) any sealant materials nor (iv) cracking.

This warranty is void if Dryvit materials are intermixed with other chemicals or materials not specifically required by Dryvit's current published literature.

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 or chemical fumes. No warranty whatsoever is made for architecture, engineering, aesthetics, insufficient or defective waterproofing between Dryvit materials or between Dryvit materials and non-Dryvit materials or for defective or improper workmanship by the applicator. No warranty whatsoever is made for any damage or injury not solely and directly caused by defects in the manufacture of the materials covered under this warranty.

IN NO EVENT SHALL DRYVIT BE LIABLE FOR AND EXPRESSLY DISCLAIMS ANY LIABILITY FOR ANY DAMAGE TO THE BUILDING ITSELF, ITS CONTENTS OR FOR ANY CONSEQUENTIAL, SPECIAL OR INCIDENTAL DAMAGE, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE. THIS LIMITED REPAIR AND REPLACEMENT WARRANTY IS GIVEN IN LIEU OF ANY AND ALL OTHER WARRANTIES WRITTEN OR ORAL, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE REMEDY SET FORTH HEREIN IS THE SOLE AND EXCLUSIVE REMEDY FOR ANY AND ALL CLAIMS ARISING UNDER OR IN CONNECTION WITH OR IN ANY WAY RELATING TO THE DRYVIT MATERIALS SUPPLIED AND INSTALLED ON THIS PROJECT. NO DRYVIT REPRESENTATIVE HAS THE AUTHORITY TO VARY OR ALTER THESE TERMS.

This warranty is issued to the original owner of the structure into which the Dryvit materials have been incorporated and may only be transferred or assigned to a subsequent owner upon written notice to Dryvit at the address provided below at the time of transfer of ownership. Such transfer or assignment shall not extend the original term of this limited repair and replacement warranty.

No warranty stated herein shall be effective until and unless the materials covered by this warranty have been paid for in full.

The remedies provided in this warranty shall be exclusive and no person is authorized to make any other warranty, express or implied, on behalf of Dryvit.

Since the Dryvit materials 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 Magnuson-Moss Warranty Act.

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

Dryvit shall not have any obligations under this warranty unless the owner notifies Dryvit Systems, Inc., Warranty Services, One Energy Way, West Warwick, RI 02893 or [warranty@dryvit.com](mailto:warranty@dryvit.com) IN WRITING within

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thirty (30) days of notice of the alleged defect. Dryvit shall be allowed a reasonable period of time to remove samples and perform any testing Dryvit deems necessary to investigate and determine the cause of the alleged defect. The owner shall undertake any temporary repairs in a timely manner at its own expense to prevent further damage to the structure until the cause of the alleged defect is determined.

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

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