

Flex-N-Dry™ Tape

EXPANDING FOAM TAPE SOFT JOINT SOLUTION

3-YEAR LIMITED WARRANTY

Subject to the following terms, Boral® Stone Products LLC (“Boral”) warrants to the original purchaser that for three (3) years from the date of sale of its Flex-N-Dry™ Tape pre-compressed impregnated foam seal for movement joints, the “product” (or “products”) will conform to the specifications set forth on the product Data Sheet when used on structures conforming to local building codes and installed in accordance with the published Boral Flex-N-Dry Tape Installation Instructions. Boral will at its option, either (1) pay the reasonable replacement cost of the defectively manufactured products; or (2) provide a replacement of the defective product. This limited warranty applies only to products constituting Flex-N-Dry Tape pre-compressed impregnated foam seal for movement joints; it does not apply to any other products or materials, including exterior walls, exterior wall envelopes, backing, or water-resistive barriers. This Limited Warranty extends only to the original owner of the structure in which the product is installed.

No warranty whatsoever is made with respect to the manufacture or performance of materials or components of construction not sold or manufactured by Boral, including but not limited to mortar, lath, weather resistant barriers, doors, windows, liquid sealants, flashings, roofing, copings, sheathing and framing. Further, Boral makes no warranties whatsoever with respect to aesthetics, design and engineering of the structure into which Boral products are incorporated, or workmanship involved in the application of any Boral products warranted hereunder. The Boral product is not waterproof. The Boral product should not be used on exterior or interior steps or risers. The Boral product must be incorporated into a wall or other building assembly designed by a building professional that contains adequate mechanisms for water management. Boral has no responsibility for damage caused by moisture intrusion through the building envelope or around any of the building envelope components or by vapor transmission from the inside of the building to a moisture sensitive part of the wall assembly.

This warranty covers only manufacturing defects in Boral Flex-N-Dry Tape pre-compressed impregnated foam seal for movement joints. Changes in the appearance of Boral products caused by normal weathering, which is a natural phenomenon of all building products, are also not considered manufacturing defects. Normal weathering is defined as exposure to sunlight and extremes of weather and atmosphere, which will cause any colored surface to fade, chalk, or accumulate dirt or stains.

Without limiting anything else in this document, Boral disclaims and assumes no liability for: (a) improper use, application or installation of Boral products, including but not limited to improper use of material in a gap outside the application range of $\frac{3}{8}$ "– $\frac{5}{8}$ "; (b) use of Boral products as part of improperly designed or constructed assemblies or buildings or with defective adjacent materials or assemblies; (c) failure to follow applicable specifications, instructions and construction details; (d) use of any hydrocarbon sealant or corrosive chemical on or near the Boral product; (e) other design or construction defects, deficiencies and failures on a building where Boral products are used; (f) use of the Boral product as a primary seal where standing or ponding water will occur; (g) undertaking on-site inspections or any on-site activities or making oral statements at the site; (h) any damage or injury whatsoever caused in whole or in part by acts of God, natural phenomenon or physical abuse, such as but not limited to falling objects, projectiles, fire, earthquake, floods, windstorm, hail, tornadoes, lightning, hurricanes, other abnormal weather conditions, pests, chemical fumes, foreign substances in the air, misuse, vandalism, civil disobedience, war, damage caused by remodeling or renovation; (i) damage resulting from moisture intrusion, mold, settlement of building or other building or wall movement; (j) discoloration or deterioration due to airborne contaminants, or contact with any chemicals or paint, staining or oxidations; (k) any accumulation of water or moisture in wall assemblies; (l) negligence or accidents by any party or parties in maintaining the Boral materials, including but not limited to use of pressure washer or harsh or acid chemicals of any nature to clean; (m) any cause beyond Boral control; and (n) any workmanship, aesthetics or other damage or injury not solely and directly caused by a manufacturing defect in Boral products as covered under this warranty.

THIS LIMITED EXPRESS WARRANTY IS EXCLUSIVE, THE ONLY WARRANTY MADE BY BORAL, AND IS IN LIEU OF ALL OTHER WARRANTIES OR REMEDIES OF ANY NATURE WHATSOEVER TO THE ORIGINAL OR SUBSEQUENT PURCHASERS OR USERS UNDER ANY THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, STATUTORY LAW OR OTHERWISE, EXCEPT FOR ACTUAL ECONOMIC DAMAGES FOR PERSONAL PHYSICAL BODILY INJURY. ALL OTHER WARRANTIES, REPRESENTATIONS OR REMEDIES, WHETHER ORAL, WRITTEN, EXPRESS OR IMPLIED OR IMPOSED BY LAW ARE DISCLAIMED BY BORAL AND ARE WAIVED BY THE PURCHASER, PARTICULARLY ►



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3-YEAR LIMITED WARRANTY *Continued*

THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE, OR ANY WARRANTY AGAINST PATENT INFRINGEMENT OR WARRANTY FOR WORK PERFORMED IN A WORKMANLIKE MANNER. BORAL SHALL NOT BE LIABLE UNDER ANY CIRCUMSTANCES FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PARTY WHATSOEVER, INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE BUILDING OR ITS CONTENTS, AND ATTORNEYS' FEES. THIS EXCLUSION OF DAMAGES INCLUDES, BUT IS NOT LIMITED TO, PAYMENTS OF ANY NATURE MADE BECAUSE OF ACTUAL OR POTENTIAL LIABILITY TO OTHERS, DAMAGES TO ANY OTHER PART OF THE STRUCTURE TO WHICH THE WARRANTED PRODUCTS ARE INCORPORATED OR DAMAGE TO ANY OTHER PROPERTY.

Boral shall have no further obligation or liability of any kind, other than as stated in this document, and it is further agreed and understood that the price paid for Boral products is consideration for the limitation of Boral liability hereunder.

Warranty coverage is limited to replacement or refund of defective materials as stated above only and does not cover labor to remove or install materials and does not cover the cost of shipping replacement product. The remedies contained herein shall be sole and exclusive.

Boral obligations under this warranty shall only begin if the owner notifies Boral, in writing, within sixty (60) days of actual or constructive notice of the alleged defect at:

Flex-N-Dry
1370 Grand Avenue B
San Marcos, CA 92078
(800) 925-1491

Boral shall be allowed a reasonable period of time and authorization to remove samples, so as to perform any testing Boral deems necessary to investigate and determine the cause of the defect. The owner shall make temporary repairs in a timely manner to prevent further damage to the structure and contents of the building until the cause of the defect is determined and permanent repair recommendations may be made.

Boral obligations to supply replacement product pursuant to this Warranty shall become null and void if in the sole judgment of Boral, any of the following events shall occur: (a) any alterations or repairs made to the building that affect any component of the assembly of which the product is a part in any way including, but not limited to if the product is used in a gap outside the application range of $\frac{3}{8}$ "– $\frac{5}{8}$ "; (b) the owner or any of owner's tenants fail to use reasonable care in maintaining the product before and after installation; (c) the product is installed in a manner that causes it to be repeatedly or continuously wet, such as if installed in the direct path of a water sprinkler, pool, jacuzzi, or similar water device; or (d) if the product is installed in an area that exposes it to deicing salts or other harsh chemicals.

Applicability of the Magnusson-Moss Act is hereby disclaimed.

Any provision of this warranty that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or enforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.

Boral failure at any time to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.

This warranty shall be interpreted under the laws of the State of New York.

Neither the sales personnel nor other agents of Boral are authorized to make warranties about the merchandise and products described in this Warranty.

ORAL STATEMENTS BY BORAL EMPLOYEES OR AGENTS DO NOT CONSTITUTE WARRANTIES, SHALL NOT BE RELIED UPON BY THE BUILDING OWNER OR ANY THIRD PARTY, AND ARE NOT PART OF THE CONTRACT FOR SALE OR WARRANTY STATED HEREIN. NO DISTRIBUTOR, DEALER, OR REPRESENTATIVE OF BORAL HAS THE AUTHORITY TO CHANGE OR MODIFY THIS WARRANTY EITHER ORALLY OR IN WRITING IN ANY RESPECT. THE ENTIRE AND FINAL CONTRACT IS EMBODIED IN THIS WRITING AND NO OTHER WARRANTIES ARE GIVEN BEYOND THOSE SET FORTH IN THIS WRITING. ■