

## POLYKEN SHADOWLASTIC AND FOILASTIC (35 MIL) WARRANTY

### **Berry Plastics Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape Materials and Labor, 12-Year Limited Warranty\***

Use of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape, entitles you to certain quality assurance standards as provided in this Berry Plastics™ Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape, Materials and Labor 12-Year Limited Warranty ("Warranty").

#### **What is Covered**

Berry Plastics Corporation ("Berry") warrants that a Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape originally installed after January 1, 2007 will conform to the air and water penetration resistance properties in the applicable Physical Properties Data Sheet in effect at the time of manufacture, using Gurley Hill (TAPPI T-460) and AATCC 127 tests, for a period of twelve (12) years after the date of installation of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape, when the problem is caused solely by the failure of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape to meet those properties in the applicable Physical Properties Data Sheet.

#### **This Warranty DOES NOT COVER any damages arising from**

(a) The negligence, gross negligence or willful misconduct of any third party; (b) Acts of God, including but not limited to, fire and lightning, hurricane, high winds; (c) Vandalism by any party; (d) Defects in the structure or a component of the structure (e.g., window, door or wall system) or selection of any components of the structure, or premature deterioration of the building materials, or nonstandard use of application of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape; (e) Foreign objects or agents, including incompatibility of materials; (f) UV exposure of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape in excess of that set forth in the Physical Properties Data Sheet; or (g) Improper installation of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape, improper building practices or design not in accordance with the applicable building code or industry standards, or any deviation from approved construction plans or project specifications. The Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape must be installed in accordance with the Berry Plastics Installation Guidelines that are in effect at the time of the installation of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape. Installation Guidelines are available by calling 1-800-345-8881 or visit [www.berryplasticsbpg.com](http://www.berryplasticsbpg.com).

#### **How long Coverage Lasts**

This Warranty runs for twelve (12) years from the date on which the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape was originally installed as a standard part of the building envelope. If the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape is repaired or replaced, the Warranty will continue from the original date of installation and not from the date of repair or replacement.

#### **Who can enforce this Warranty**

Any owner who can provide proof of installation of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape after January 1, 2007 on a construction covered by and meeting the terms of this Warranty can enforce this Warranty. This Warranty is transferable to subsequent owners within the Warranty's 12-year coverage period. Notwithstanding the foregoing language, Berry shall have no obligation under this Warranty unless and until Berry, the authorized applicator, and the material suppliers have all been paid in full for all materials, supplies, services, and other costs which are included in, or incidental to, the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape.

#### **What Berry Will Do and What You Must Do**

Berry will pay for the cost of the materials and labor required to correct a problem caused solely by the failure of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape to meet the air and water penetration resistance properties in the applicable Physical Properties Data Sheet and the terms of this Warranty. You will be responsible for any other costs associated with or arising out of the repair or replacement or any other correction. You must reasonably cooperate with Berry or its representatives in their efforts to perform their obligations under this Warranty.

#### **How you can get Warranty Service**

To obtain service under this Warranty, you must promptly contact Berry at [www.berryplasticsbpg.com](http://www.berryplasticsbpg.com) or call 1-800-345-8881 regarding any potential claim, but no later than sixty (60) days after you discover any potential claim, and provide Berry with proof of purchase and installation of the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape. You must provide Berry with a reasonable opportunity to inspect your home within sixty (60) days after Berry receives notice of your potential claim.

#### **Exclusion of Damages**

BERRY'S LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF THE MATERIALS AND LABOR REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE POLYKEN SHADOWLASTIC (627-35) OR POLYKEN FOILASTIC (626-35) FLASING TAPE TO MEET THE APPLICABLE PHYSICAL PROPERTIES DATA SHEET. BERRY SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR LOST PROFITS, LOST REVENUE, OR LOSS OF USE, OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.

#### **Limitation of Implied Warranties**

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IS LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY.

The foregoing is the only Warranty made by Berry for the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise on behalf of Berry with respect to the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape. 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 Berry unless made in writing and signed by an authorized employee of Berry.

This Warranty gives you specific legal rights; other rights may also be available which may vary from state to state or, in Canada, from province to province.

This 12-Year Limited Warranty coverage for the Polyken Shadowlastic (627-35) or Polyken Foilastic (626-35) Flasing Tape is your ultimate assurance of lasting quality. For more information about this Warranty, please contact Berry Plastics Building Products Group directly by calling 1-800-345-8881 or visit [www.berryplasticsbpg.com](http://www.berryplasticsbpg.com).

THIS WARRANTY IS NOT A PERFORMANCE CLAIM.

\* This Warranty policy effective January 1, 2007.