

## Limited System Warranty: Outsulation® Plus MD Securock® ExoAir® 430 System

Warranty No.: \_\_\_\_\_

Date Issued: \_\_\_\_\_

Date Expires: \_\_\_\_\_

Project Name:	Type of Work:
Architect/Engineer:	Installer and Component Installed:
Owner:	Installer and Component Installed:
Product (including Accessories and Sealants):	Installer and Component Installed:
Date of Substantial Completion:	Installer and Component Installed:

**What Is Covered?**

**Subject to the terms, conditions, and limitations stated in this Limited System Warranty:**

1. United States Gypsum Company (“USG”), Tremco Incorporated (“Tremco”), and Dryvit Systems, Inc. (“Dryvit”) (together, the “Manufacturers”) warrant to the Owner identified above that the Securock® ExoAir® 430 Air and Water Barrier Panel (the “Panel”) and approved detailing components (the “Accessories”), Dryvit Outsulation® Plus MD System (the “Outsulation”), and Tremco exterior joint sealants (the “Sealants”)(collectively, the Panel, the Accessories, the Outsulation and the Sealants are referred to as, the “System”) (a) are free of manufacturing defects and conform to published physical properties and quality control standards in force at the time of purchase and, (b) when installed in accordance with the Manufacturers’ written installation instructions and in applications approved by the Manufacturers as suitable for the System, will have a useful life under normal service conditions for the period described below under “How Long Does Coverage Last.”
2. The Manufacturers further warrant to the Owner identified above that when the Panel is installed as the substrate and air and water barrier for the Outsulation in accordance with the Manufacturers’ written installation instructions (including but not limited to moisture drainage details), then the Panel will drain incidental moisture between the Panel and the insulation board of the Outsulation for the period described below under “How Long Does Coverage Last.”
3. The Manufacturers also warrant to the Owner identified above that, when the Outsulation materials which are manufactured and sold by Dryvit are installed in accordance with Dryvit’s current published literature under normal weather conditions and excluding unusual air pollution, those materials:
  - (i) Will not lose their bond, peel, flake, or chip as a result of a defect in the manufacture of the materials and the finish will be water resistant so long as surface integrity is maintained; and
  - (ii) Will have a finish which will be UV fade resistant, except for specially produced colors.

### What Are Other Requirements for Coverage?

There will not be any coverage under this Warranty unless all of the following apply:

1. The System was installed in strict compliance with the Project specifications, good waterproofing practices generally accepted in the industry, and Manufacturers' written installation instructions.
2. The System installation was performed by installers who each completed the applicable training program for the component installed prior to installation.
3. A pre-construction meeting was conducted with Consultant, Manufacturers, the Installer, and Owner prior to installation of the System.
4. Only Manufacturers' manufactured or supplied components are used with the System.
5. The Outsulation over the Panel on the building was installed within the timeframe specified by Manufacturers' installation instructions.

### How Long Does Coverage Last?

1. The warranty as set forth in items 1, 2 and 3(i) in "What is Covered?" above runs for a period of twenty (20) years, in each case beginning on the Date of Substantial Completion as set forth above.
2. The warranty set forth as item 3(ii) in "What is Covered?" above runs for a period of ten (10) years beginning on the Date of Substantial Completion as set forth above.

### What Is Not Covered?

The Manufacturers shall not be responsible for, and this Warranty does not cover, any loss resulting from any of the following:

- The use of other manufacturers' products unless such products are specifically recommended or approved by the Manufacturers in writing in advance of their installation, in connection with the use of the System.
- Any repairs, replacements, penetrations or alterations of the System by any person or entity other than authorized representatives of the Manufacturers without prior written consent of the Manufacturers.
- Water passing through any portion of a structure or building component other than directly through the System due to a failure in the System.
- Construction, design, specification, storage, application, exposure, installation practices, use of the System, or use of material, that is not in compliance with the Manufacturers' published literature.
- Unauthorized changes in the System details or specifications for the Project that were not reviewed and approved in advance by the Manufacturers in writing.
- Failure to maintain the building with reasonable care.
- Mold, mildew, insects, fungi, algae, bacteria, and similar conditions.
- Improper design, engineering, application or installation of any portion or component of the structure; or failure, distortion or structural movement of the walls, foundation, or any other portion or component of the structure, including, but not limited to, movement, cracking, deflection, settling of the building or movement of the framing members.
- Impact with objects, hurricanes, tropical storms, tornadoes, high winds, hailstorms, earthquakes, sandstorms, floods, fires, vandalism, war, terrorism, animals, other similar acts of God or nature, force majeure events, or immersion or pooling of water.
- Abuse, misuse, neglect, damage, or negligence by the Owner, the Installer, the contractor or other trades performing work on the Project, or any third party.
- Panel exposure that extends beyond the limitations specified in the Manufacturers' panel Submittal/Data Sheet (BE100).
- Failure to follow the Manufacturers' installation instructions and moisture drainage details.

- Failure to follow the requirements of this Warranty.
- Removal, replacement or cost to remove or replace any exterior cladding (other than the Outsulation), finishing system or other materials that may cover or impede access to the System materials.
- Adhesive and/or cohesive failure of the Accessories and/or Sealants due to natural causes such as lightning, earthquake, hurricane, flooding, tornado, fire, etc.; or movement of the structure resulting in stresses on the Accessories and/or Sealants which exceed Tremco's published specifications for elongation and/or compression, whether due to structural settlement, design error or construction error; or cracking or failure of other building components.
- Damage to, or failure of, the Accessories and/or Sealants due to disintegration or contamination of the underlying substrates; or mechanical damage caused by individuals, tools, or other outside agents; or changes in the appearance of the Accessories and/or Sealants from the accumulation of dirt or other contaminants deposited from the atmosphere.
- Intermixing of the Accessories and/or Sealants with other chemicals or materials not specifically required by Tremco's specifications or application instructions.

### What Will The Manufacturers Do?

If the System materials fail to perform as warranted in the "What is Covered?" section of this Warranty, the Manufacturers will provide labor and materials necessary to repair or replace (i) the System materials shown to be defective while the warranty covering them is in effect and (ii) if applicable, any framing member that is damaged as a result of the System failing to drain incidental moisture between the Panel and the insulation board of the Outsulation.

The Manufacturers will determine in their sole discretion the appropriate scope and method of repair or replacement to remedy any condition covered by this Warranty.

No representative of the Manufacturers has the authority to make any representations, warranties, or promises except as stated herein.

The Manufacturers' obligations under this Warranty are expressly conditioned upon receipt of full payment for the System materials and the Owner's compliance with each of its responsibilities described in this Warranty. Any delay in full payment to the Manufacturers shall not extend the Warranty Period.

This Warranty is issued to the above-named Owner and is not assignable or transferable, except upon the express written consent of the Manufacturers.

### How Do I Get Service?

You must notify the Tremco Warranty Administrator at [warrantyadmin@tremcoinc.com](mailto:warrantyadmin@tremcoinc.com) or call 216-292-5181 within 30 calendar days of the date that the Owner discovered, or should have discovered, the existence of a claim under this Warranty, and before beginning any permanent repair. Your notice should describe the possible claim and include the Warranty Number. Photographs or video of the damaged area are often useful and should also be submitted if available.

The Owner must allow the Manufacturers' agents and employees access to the part of the building where the System is installed for inspection of the System.

For additional copies of the applicable product literature, visit us at [securockexoair.com](http://securockexoair.com).

**DISCLAIMER OF OTHER WARRANTIES;  
LIMITATION OF KINDS OF DAMAGES RECOVERABLE;  
EFFECT OF STATE LAW.**

THE MANUFACTURERS UNDERTAKE NO RESPONSIBILITY FOR THE QUALITY OF THE PRODUCTS EXCEPT AS PROVIDED ABOVE IN THIS WARRANTY. **IN OTHER WORDS, THE MANUFACTURERS EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY.**

THE MANUFACTURERS ASSUME NO RESPONSIBILITY THAT THE PRODUCTS WILL BE FIT FOR ANY PARTICULAR PURPOSE FOR WHICH YOU MAY BE BUYING THE PRODUCTS, EXCEPT AS PROVIDED ABOVE IN THIS WARRANTY. **IN OTHER WORDS, THE MANUFACTURERS EXPRESSLY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**

THE MANUFACTURERS MAKE NO OTHER OR FURTHER WARRANTIES IN CONNECTION WITH THE PRODUCT EXCEPT AS EXPRESSLY STATED IN THIS WARRANTY DOCUMENT.

THE MANUFACTURERS WILL NOT BE RESPONSIBLE UNDER THIS WARRANTY FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT OR TORT (INCLUDING INTENTIONAL, NEGLIGENCE OR OTHERWISE), FOR BREACH OF WARRANTY OR UNDER ANY OTHER THEORY OF LIABILITY, WHETHER OR NOT ARISING FROM OR RELATING TO, DIRECTLY OR INDIRECTLY, THIS WARRANTY, OR THE PERFORMANCE OF, DEFECTS IN, OR IN ANY WAY CONNECTED WITH, THE PRODUCTS COVERED BY THIS WARRANTY. THE MANUFACTURERS WILL HAVE NO LIABILITY FOR, AND EXPRESSLY DISCLAIM LIABILITY FOR, ANY OTHER DAMAGE TO THE BUILDING OR THE CONTENTS OF THE BUILDING AND FOR ANY OTHER CLAIMED DAMAGES, LOSSES, COSTS AND EXPENSES OTHER THAN AS EXPRESSLY SET FORTH IN THIS WARRANTY.

THIS REMEDY EXPRESSLY SET OUT IN THIS WARRANTY WILL BE THE EXCLUSIVE REMEDY FOR ALL PERSONS ENTITLED TO WARRANTY COVERAGE AS DESCRIBED ABOVE. NO OTHER REMEDY SHALL BE APPLICABLE.

SOME JURISDICTIONS LIMIT OR DO NOT ALLOW THE DISCLAIMER OF CERTAIN REMEDIES OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE EXCLUSIONS AND LIMITATIONS OF REMEDIES AND DAMAGES IN THIS SECTION MAY NOT APPLY TO YOU IF PROHIBITED BY APPLICABLE LAW.

Except for the warranty set forth in item 3(ii) of the "What is Covered?" section of this warranty relating to UV resistance of the Outsulation, the Manufacturers make no warranty with respect to appearance or color.

The terms of this Warranty may not be altered, modified or supplemented except in a writing signed by an officer of each of USG, Tremco and Dryvit that expressly refers to this Warranty document and number.

In the event the Owner: (i) fails to provide Tremco with timely notice as described above, (ii) fails to provide required access to the installed System, (iii) undertakes or permits any actions that cause or contribute to leaks through the System, such as unauthorized repairs or perforations of the System, or (iv) otherwise fails to fulfill its responsibilities as described herein, the Manufacturers reserve the right to void this Warranty upon written notice to the Owner.

To expedite processing, this document may be completed and delivered in electronic form only. Electronic signatures from representatives of USG, Tremco and Dryvit on a completed warranty document are valid and binding and are enforceable to the same extent as a penned signature.

This limited warranty applies only to Systems installed in the United States and Canada. Under the Quebec Consumer Protection Act, manufacturers must provide a warranty to consumers, as defined in the Act, that the manufacturer's products shall be fit for the purpose for which such products of that kind are ordinarily used and that the products must be durable in normal use for a reasonable length of time, having regard to their price and other factors. For more information about your rights if you are a consumer as defined in the Act, you should consult the Quebec Consumer Protection Act at <https://www.educaloi.qc.ca/en/capsules/legal-warranty-automatic-protection-consumers>.

**Product information**

See [securockexoair.com](http://securockexoair.com) for the most up-to-date product information related to Securock® ExoAir® 430 Air and Water Barrier Panels.

See [dryvit.com](http://dryvit.com) for the most up-to-date information related to the Dryvit system.

**Note**

Products described here may not be available in all geographic markets.

**Safety First**

Follow good safety/industrial hygiene practices during installation. Wear appropriate personal protection equipment.

Read SDS and literature before specification and installation.