



IMPORTANT NOTICE: Read this entire POLYKEN® SHADOWLASTIC® PLUS AND FOILASTIC® Limited Warranty ("Limited Warranty") before installing this product. Refer to the Installation Instructions for the installation requirements. By installing or using this product, you are acknowledging that this Limited Warranty is part of the terms of sale.

Berry Plastics Corporation ("Berry") provides the following Limited Warranty for its POLYKEN® SHADOWLASTIC® PLUS (627-20 and 627-35) and POLYKEN® FOILASTIC® (626-20 and 626-35) Flashing Tape Product (collectively "Product") to the Owner of a Structure in the United States or Canada, subject to the terms and conditions stated below.

Definitions

As used in this Limited Warranty, the following terms have the following meanings:

- "Structure" means a (1) Single-Family Residence, (2) a detached unit or building within a multi-family, apartment, condominium or other residential project, or (3) a commercial building.
- "Single-Family Residence" means a dwelling which is designed, occupied or intended for occupancy by one family, which is permanently situated on a lot owned by the owner of the dwelling, which is physically detached from any other dwelling, and which does not include a manufactured or modular home.
- "Owner" means the first owner of a Structure following the installation of the Product. The Owner of a Single-Family Residence must also reside in (or intend to reside in) the Single-Family Residence or lease the Single-Family Residence to others for use as a Single-Family Residence.
- "Specifications," "Characteristics" and "Installation Instructions" are those that Berry publishes at <http://www.berryplastics.com/products/tapes-adhesives> and that are in effect on the date of the purchase of the Product from Berry or an authorized reseller.

15 Year Limited Product Warranty

Berry warrants to the Owner of a Structure, for a period of 15 years from the date of purchase of the Product installed as a standard part of the building envelope on such Structure, that the Product will conform to the air and water penetration resistance properties in published Specifications and Characteristics, if installed in strict accordance with published Installation Instructions, accepted industry standards and applicable building codes, subject to the exclusions set forth herein. If the Product is defective, within these written warranty conditions, Berry will provide, at no cost, replacement Product for the failed Product, if available, or substantially similar product(s) being manufactured by Berry at the time of replacement. Owner shall be responsible for all handling and transportation charges.

ADDITIONAL LIMITED WARRANTY TERMS, CONDITIONS, AND EXCLUSIONS

This Limited 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; (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 or application of the Product; (e) Foreign objects or agents, including incompatibility of materials; (f) UV exposure of the Product in excess of that set forth in the Specifications; (g) Normal wear and tear; (h) Improper Maintenance; (i) Structural settlement, movement or vibration; (j) Use of Product in an area with heightened moisture, humidity or heat; (k) Defective performance of a non-Berry product; or (l) Failure to install the Product in accordance with the Installation Instructions, 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.

This Limited Warranty is non-transferable and applies only to Product purchased and installed in the United States or Canada on or after March, 6, 2017.

Replacement of Product under this Limited Warranty shall not renew or extend the warranty term, and such term shall only begin to run from the date of purchase of the Product to which this Limited Warranty applies. This Limited Warranty does not apply to replacement Product.

Berry retains, at its discretion, the right to modify this Limited Warranty at any time, however, no individual representative, agent or employee of Berry has the authority to modify the terms of this Limited Warranty. This Limited Warranty and all the terms contained herein constitute the entire agreement between Berry and the Owner.

FAILURE TO COMPLY WITH PRODUCT INSTALLATION INSTRUCTIONS OR UNAUTHORIZED USE OF THE PRODUCT VOIDS ALL WARRANTIES.

This Limited Warranty is not a statement of the useful life of the Product. Berry does not guarantee any particular application of the Product and it is the Owner's responsibility to ascertain before using the Product that said Product is suitable for the intended use.

How to Make a Limited Warranty Claim

All claims under this Limited Warranty must be made in writing and sent via certified U.S. mail to Berry Plastics Corporation, 101 Oakley Street, Evansville, IN 47710, Attention: General Counsel. All claims must be postmarked no later than **sixty (60)** days after discovery of the Product defect, and within the warranty period, and must include the name, address and phone number of the Owner, nature of the claim, date of discovery of the Product defect, list of the Product involved, the address of the Structure affected, samples illustrating production codes and digital pictures of the defective Product. All claims also must include acceptable proof, in Berry's sole discretion, of the date of purchase of the Product. A full field sample evaluation may be conducted prior to making a final determination on a pending warranty claim. Failure to follow these claim procedures will void this Limited Warranty.

The laws of the State of Indiana (without giving effect to its conflicts of law principles) shall govern all matters relating to this Limited Warranty, including alleged torts, and this Limited Warranty shall not be governed in whole or in part by the United Nations Convention on Contracts for the International Sale of Goods; as allowed by that convention, the parties specifically disclaim its application. Any and all disputes between the parties related to this Limited Warranty shall be prosecuted solely and exclusively in the federal or state courts located in Indiana, and Owner consents to personal jurisdiction of those courts and venue of Vanderburgh County and waives all defenses based on inconvenient forum. Each party waives any right to trial by jury in enforcement of this Limited Warranty.

Limitation of Warranty

THE LIMITED WARRANTY IN THIS DOCUMENT IS BERRY'S SOLE AND EXCLUSIVE WARRANTY. ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE LENGTH OF THIS LIMITED WARRANTY, AND TO THE FULL EXTENT PERMITTED BY LAW, BERRY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ALL OTHER WARRANTIES CREATED OR IMPLIED BY STATUTE, CUSTOM OR USAGE OF TRADE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. **BERRY'S RESPONSIBILITY AND LIABILITY, IF ANY, ARISING FROM, IN CONNECTION WITH, OR RESULTING FROM THE MANUFACTURE, SALE, OR RESALE OF THE PRODUCT AND THIS LIMITED WARRANTY SHALL NOT EXCEED THE COST OF THE REPLACEMENT PRODUCT, AS SET FORTH ABOVE. TO THE FULL EXTENT PERMITTED BY LAW, BERRY SHALL NOT BE LIABLE IN TORT, CONTRACT OR OTHERWISE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY, EXPECTATION OR OTHER DAMAGES OF ANY KIND ARISING OUT OF, RELATING TO OR IN CONNECTION WITH THE PRODUCT OR THIS LIMITED WARRANTY, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOSS OF USE, PROPERTY DAMAGE, PERSONAL INJURY OR DEATH.** Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

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