

## **VENTEK® RAINSCREEN & VENTEK® DRAIN MAT LIMITED WARRANTY**

### **WHAT PRODUCT ARE COVERED?**

Subject to the terms of this Limited Warranty, Maxxon Corporation (“Maxxon”) warrants VenTek Rainscreen and VenTek Drain Mat (VenTek Materials) sold by Maxxon will be free from defects in the manufacture of the materials. This warranty is specific to the installation of the VenTek Rainscreen and Drain Mat product lines, when installed in accordance with VenTek instructions. Separation of VenTek’s entangled mesh from its spunbond fabric voids this warranty.

### **HOW LONG DOES COVERAGE LAST?**

The Warranty Period’s standard terms shall cover 20 years.

### **WHAT IS NOT COVERED?**

This Limited Warranty does not apply in the case of any of the following:

- Installation not in accordance with VenTek’s instructions and applicable industry standards, guidelines and building codes
- The use of VenTek Materials in a manner for which they are not intended
- Inferior installation workmanship
- Modified VenTek Materials
- Mishandling or misuse of VenTek Materials, including storage in compliance with the product’s published instructions
- Issues arising due to weather and environmental conditions during installation.
- Any events outside the reasonable control of the manufacturer, including but not limited to acts of God (such as floods, earthquakes, hurricanes, tornadoes, lightning strikes, or other natural disasters), fire, war, terrorism, or other force majeure events.
- Improper preparation of sidewalls (VenTek Rainscreen)
- Improper preparation of exterior slabs, foundations or balconies (VenTek Drain Mat)
- Defects due to structural movement, structural design flaws, building conditions, excessive deflection or other failure
- Improper maintenance and abuse of installed VenTek Materials
- Improper maintenance and abuse of structure cladding and/or exterior hardscape
- Defects, damage or other harm that is not the result of material defects in the manufacture of the VenTek Materials
- Defects, damage or other harm related to the that is not the result of material defects in the manufacture of the VenTek Materials

The VenTek Materials are supplied on an “AS IS” basis when any of the foregoing apply. **TO THE EXTENT PERMITTED BY LAW, ALL EXPRESS AND IMPLIED WARRANTIES (INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A**

**PARTICULAR PURPOSE, DESIGN AND NON-INFRINGEMENT), OTHER THAN THE EXPRESS LIMITED WARRANTY SET FORTH ABOVE, ARE EXPRESSLY DISCLAIMED. UPON THE EXPIRATION OF THE ABOVE STATED LIMITED WARRANTY PERIOD, ANY AND ALL APPLICABLE IMPLIED WARRANTIES THAT MAY NOT BE DISCLAIMED ALSO EXPIRE.**

Maxxon specifically disclaims the results of the installed VenTek Materials because Maxxon does not install the VenTek Materials or determines the suitability of the VenTek Materials for the specific application, regardless of Maxxon's statements, publications, advice, instruction, and involvement in the installation. No employee, representative or agent of Maxxon has authority to bind Maxxon, and no other written statement binds Maxxon, to any affirmation, representation or warranty other than as stated in this Limited Warranty unless it is in writing and signed by an authorized officer of Maxxon.

**HOW DO I GET SERVICE?**

**A copy of this warranty along with receipt of materials purchased, must be submitted to Maxxon Corporation. Once received, Maxxon will generate verification of receipt and of the warranty. This will be e-mailed to the listed contacts.**

Any claim against Maxxon for VenTek Materials must be submitted in writing within thirty days after discovery of the potential defect and received by Maxxon at 920 Hamel Road, Hamel, MN 55340 prior to the expiration of the above stated Limited Warranty period or is forever waived. Maxxon must be given a reasonable opportunity to inspect and investigate the alleged defective VenTek Materials prior to any work being done that affects the VenTek Materials or their installation.

**LIMITED WARRANTY REMEDY**

In the event of a warranty claim that Maxxon determines to be covered by this Limited Warranty, Maxxon will, at its option, (a) supply replacement VenTek Materials, or (b) refund the purchase price actually paid to Maxxon for the defective VenTek Materials. The terms and limitations of this Limited Warranty apply to any replacement VenTek Materials supplied with the Limited Warranty term being equal to the balance of the remaining warranty on the initial supplied VenTek Materials.

The remedies set forth in this Limited Warranty are the exclusive remedies for which Maxxon is liable and Maxxon shall have no other liability to any other person or entity. Any efforts by Maxxon beyond the obligations provided for in this Limited Warranty will not in any way change or extend the limitation of remedies and damages stated in this Limited Warranty. In no event will Maxxon's liability to any person or entity exceed the price paid to Maxxon for the defective VenTek Materials. MAXXON SHALL NOT HAVE ANY LIABILITY TO ANY PERSON OR ENTITY FOR CONSEQUENTIAL, INCIDENTAL, OR OTHER INDIRECT

DAMAGES OF ANY DESCRIPTION OR TYPE. The above Limited Warranty and stated remedy is the sole warranty and remedy provided by Maxxon and agreed upon allocations of risk.

## **VENTEK LIMITED WARRANTY PROJECT DETAILS**

PROJECT NAME: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

PROJECT CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP/POSTAL CODE: \_\_\_\_\_

PROJECT REPRESENTATIVE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

PRODUCT(S) USED: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

INSTALLATION COMPANY: \_\_\_\_\_ INSTALLATION DATE: \_\_\_\_\_

INSTALLATION COMPANY ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE/PROVINCE: \_\_\_\_\_ ZIP/POSTAL CODE: \_\_\_\_\_

INSTALLATION COMPANY CONTACT: \_\_\_\_\_ EMAIL: \_\_\_\_\_

INSTALLATION SQ FT: \_\_\_\_\_

ADDITIONAL INFORMATION: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I verify that the information above is accurate:

NAME: \_\_\_\_\_ PHONE NUMBER: \_\_\_\_\_  
MAXXON REPRESENTATIVE

AUTHORIZED SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_