



WARRANTY INFORMATION

20 YEAR LIMITED WARRANTY

BY INSTALLING AND/OR RETAINING THE PRODUCT, OWNER AGREES TO THE FOLLOWING TERMS AND CONDITIONS OF THIS LIMITED WARRANTY WHICH REQUIRE BINDING ARBITRATION AND WAIVING CLASS ACTION CLAIMS.

NOTE CAREFULLY: The provisions and terms of this 20-Year Limited Warranty and Arbitration Agreement (the “Limited Warranty”) apply exclusively to HydroBlok Backer CI (the “Product”) sold by HydroBlok (“HydroBlok”) when installed on a structure permanently located in the United States, its territories, or Canada.

WHO IS COVERED: This Limited Warranty is made to the original retail purchaser of the Product, OR the original owner of the Structure on which the Product is installed, (referred to as “Owner”). This Limited Warranty cannot be assigned, sold, or transferred to any other person, including any later owners of the Product or the Structure on which the Product is installed.

DEFINITIONS

For purposes of this Limited Warranty, the following definitions are used:

“Structure” is defined as the building on which the Product is originally installed.

“Project” is defined as one or more structures built as part of a single construction project, subdivision, or development by a builder or general contractor.

“Substrate Delamination” is defined as visible separation between layers of the laminate substrate that normally are properly compressed in the pressing operation.

“Substrate Irregularity” is defined as visible cupping, warping, splitting, core voids, or Substrate Delamination (i) caused by a manufacturing defect in the Product and (ii) resulting in a reduction of the Product’s structural strength that prevents the Product from performing its intended function in the Structure. Conditions such as color variation or edge checking or cracking that do not reduce the Product’s strength do not qualify as a Substrate Irregularity.

“Loss of R-Value” is defined as a loss of R-value in the insulation layer of the Product such that the actual R-value, when evaluated in accordance with ASTM C578 or CAN/ULC-S701, is less than 90% of the R-value stated on the Product.

“Instructions” is defined as (i) HydroBlok’s installation instructions and other recommendations applicable to the Product in effect on the date of installation as found at HydroBlok.com/technical, including instructions for transporting, storing, handling, and installation.

LENGTH OF COVERAGE

Building materials like the Product must be properly handled and installed and carefully integrated with other building materials that make up the Structure. The way such building materials perform is dependent on various factors. It is imperative that installers follow all manufacturers’ instructions and that the Product be used as intended.

When installed in a wall sheathing application in which the Product is enclosed within a Structure or covered by an exterior cladding material, for a period of twenty (20) years from the date of purchase of the Product, HydroBlok warrants that, if the Product experiences a Substrate Irregularity or Loss of R-Value, provided that the Product was handled and is installed in strict accordance with the Instructions, HydroBlok will provide the remedy set forth below.

The remedy for the limited warranties set forth above (or any failure to conform to any implied warranty not effectively disclaimed herein) is that: if the Product has not been installed, provided the Product has been transported, stored, and handled in strict accordance with the Instructions, HydroBlok will, at its option, refund the original purchase price of the affected Product or replace the affected Product; or, if after installation, HydroBlok will pay the cost to, at its option, repair or replace the affected Product, including the reasonable cost of labor and material, as established by independent construction cost estimator R.S. Means, but with total costs to be paid by HydroBlok Global under this Section 2 not to exceed two (2) times the original purchase price of the affected Product. Notwithstanding the foregoing, in no event will HydroBlok be liable for any amount, damages or claims of any kind exceeding \$500,000 per Project.

LENGTH OF COVERAGE CONTINUED

These are the Owner's sole and exclusive remedies for any non-conformance of or alleged defect in the Product or any damage caused by the Product. Except as expressly provided in this Limited Warranty, no other costs incurred by Owner relating to damaged Product will be reimbursed, including but not limited to costs of removal, disposal, or labor, or any other consequential damages.

EFFECTIVE DATE: This Limited Warranty applies where the date of retail purchase of the Product is on or after 11/1/2025.

WHAT IS NOT COVERED: EXCLUSIONS

This Limited Warranty does not cover or provide a remedy for:

- a. A Substrate Irregularity, Loss of R-Value, or any other damage to the Product or otherwise caused by:
 - i. Failure to strictly follow the Instructions;
 - ii. Misuse or abuse of the Product;
 - iii. Impact or accidental damage to the Product;
 - iv. Uniform, concentrated, or impact loads exceeding published capacities;
 - v. Damage to the Product during the construction process;
 - vi. Alteration of the Product other than as allowed in the Instructions;
 - vii. Any lack of compatibility between the Product and any other product not manufactured by HydroBlok;
 - viii. Improper transport, storage, handling, or exposure of the Product;
 - ix. Improper or inadequate design, detailing, or construction of the wall, floor, or roof systems, or the Structure, including the cladding, windows, doors, roofing materials, openings, or other penetrations on or around which the Product is installed;
 - x. Alterations to the Structure or installation of equipment after installation of the Product;
 - xi. Animals, termites or other insects;
 - xii. Surface mold, or mildew;
 - xiii. Spills, harmful chemicals (including harmful cleaning compounds), salt water, fertilizer, gasoline, oil, pollution, scratching, abrading, or surfactant leaching;
 - xiv. Use or installation of the Product "in an exterior exposure or" with "in a way that exposes it to extended UV or standing water exposure;" this would apply whether the Product is used externally AND in an interior space that creates an exterior-like environment.
 - xv. Installation or exposure that allows for the accumulation of frost, condensation, moisture (including water vapor), standing water, or submersion;
 - xvi. Inadequate ventilation or the lack of a vapor retarder under a Structure; or
 - xvii. Hurricane, tornado, windstorm, lightning, fire, earthquake, flood, acts of God, or other similar causes beyond the control of HydroBlok.
 - xviii. Failure to install the product within 12 months of purchase.
 - xix. Damage caused by building movement, structural shifting, foundation failure or failure of attached or surrounding materials.
- b. Product applied to structures located outside the United States, its territories, or Canada (Product sold outside these locations is "as-is", with no express or implied warranties provided by HydroBlok).
- c. Surface or edge checking or cracking (minor chipping, checking, and cracking occur normally in all cement faced products) with "and or any cracking in Stucco or other material applied to the surface of the Product".
- d. Product not installed by a licensed contractor and/or in strict compliance with all applicable building codes and Instructions.
- e. Costs associated with damage to the Product or caused by the Product (other than the remedies set forth in Section 2 above), including but not limited to Product removal, disposal, or replacement, or damage to any other property.
- f. Poor workmanship, including but not limited to nailing or fastening not compliant with Instructions.
- g. Use or installation of the Product in direct contact with the ground or in any application which allows for the accumulation of condensation or other free water, or which subjects the Product to a repetitive wetting condition at any time other than normal exposure to weather during ordinary construction periods.

WHAT IS NOT COVERED: EXCLUSIONS CONTINUED

- h. Damage resulting from Owner's failure to comply with the requirements set out under Section 4 of this Limited Warranty.
- i. Damage to any other component of the Structure, for any reason.
- j. Reinstallation after removal from the original installation.

HOW TO MAKE A CLAIM

Compliance with each of the requirements set out below in sections (a) and (b) is a condition of HydroBlok's obligations under this Limited Warranty. The failure to comply with any one or more of the items shall void any rights Owner may have against HydroBlok.

- a. Any Owner seeking remedies under this Limited Warranty must notify in writing to claims@hydroblok.com within 30 days after discovering a condition upon which they intend to make a claim under this Limited Warranty, and before beginning any repair. This notice must include the production date and product identity number noted on the Product and the date on which installation of the Product was completed (where applicable). It is the Owner's responsibility to establish—through invoices, receipts, contractor's billings or any other form of reliable documentation—the date of installation of the Product, ownership of the Product by Owner, and, where necessary, the purchase price of the affected Product.
- b. HydroBlok must be given an opportunity to inspect the Product upon reasonable notice to the Owner and must be allowed to enter the property or Structure on which the Product is installed to inspect the Product, including removal of components as necessary to access the Product.

OTHER LIMITATIONS

- a. Exclusion of Other Remedies

IN NO EVENT WILL HydroBlok BE LIABLE FOR ANY INCIDENTAL, SPECIAL, MULTIPLE, PUNITIVE, INDIRECT, CONSEQUENTIAL, OR RESULTING DAMAGES, INCLUDING BUT NOT LIMITED TO, PROPERTY DAMAGE (INCLUDING DAMAGE TO OTHER BUILDING COMPONENTS), LOST PROFITS, OR LOSS OF USE.

Some states and provinces do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

- b. Disclaimer of All Other Warranties, Express or Implied

THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE PRODUCT. ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM THE COURSE OF DEALING OR USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS AND CANNOT BE LAWFULLY, IN WHICH EVENT SUCH WARRANTIES ARE LIMITED TO THE SHORTEST PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. NO OTHER WARRANTY, EXPRESS OR OTHERWISE, HAS BEEN MADE OR WILL BE MADE BY OR ON BEHALF OF LP WITH RESPECT TO THE PRODUCT, INCLUDING ANY ADVERTISING WARRANTIES.

Some states and provinces do not allow such limitations of implied warranties in all circumstances, so the above limitations may not apply to you.

- c. No Waiver

HydroBlok may choose to extend benefits in certain circumstances beyond what is provided in this Limited Warranty. In that event, HydroBlok does not and has not waived its right to strictly enforce the warranty terms, including all disclaimers, limitations, and exclusions, in any and all other circumstances.

OTHER LIMITATIONS CONTINUED**d. Enforceability**

This Limited Warranty gives you specific legal rights, and you may also have other rights which vary from state to state, or province to province. The provisions of this Limited Warranty do not preclude the operation of any applicable state law or provincial statute which in certain circumstances may not allow some of the limitations and exclusions described in this Limited Warranty. If any provision of this Limited Warranty is determined to be invalid, illegal, or unenforceable, it shall not affect the enforceability of any other provision of this Limited Warranty.

AGREEMENT TO MANDATORY BINDING ARBITRATION AND CLASS ACTION WAIVER

a. By (i) installing the Product, or (ii) retaining the Product for 30 days after installation, or (iii) purchasing or taking ownership of a Structure on which, the Product is already installed, Owner and HydroBlok agree and Owner accepts that:

EVERY CLAIM OR CONTROVERSY BETWEEN OWNER AND HydroBlok ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION.

b. THE ARBITRATION SHALL BE INITIATED AND ADMINISTERED IN ACCORDANCE WITH THE FEDERAL ARBITRATION ACT (9 U.S.C. § 1 et seq.) AND THE APPLICABLE RULES OF THE JUDICIAL ARBITRATION AND MEDIATION SERVICE UNLESS ANOTHER ARBITRATION NOTWITHSTANDING THE FOREGOING, A CLAIM BY AN INDIVIDUAL OWNER SEEKING RELIEF OF \$10,000 OR LESS MAY BE PURSUED INDIVIDUALLY IN SMALL CLAIMS COURT SO LONG AS THE CLAIM IS MADE INDIVIDUALLY AND NOT AS PART OF A CLASS OR A CONSOLIDATED ACTION. CLASS ACTION WAIVER: ANY ARBITRATION (OR SMALL CLAIMS COURT ACTION, IF AUTHORIZED ABOVE) WILL BE ON AN INDIVIDUAL BASIS ONLY; CLASS ARBITRATIONS AND/OR CLASS ACTIONS AND/OR CONSOLIDATED ACTIONS ARE NOT PERMITTED.

c. OWNER AND HydroBlok AGREE THAT: (i) ALL CLAIMS, DISPUTES, OR ACTIONS BETWEEN OWNER AND HydroBlok ARISING FROM OR RELATING TO THE PRODUCT AND/OR THIS LIMITED WARRANTY WILL BE BROUGHT AND CONDUCTED AND DETERMINED INDIVIDUALLY, NOT AS A CLASS, AND (ii) THAT NEITHER PARTY WILL SEEK TO CONSOLIDATE OR SEEK CLASS TREATMENT. IF FOR ANY REASON THE FOREGOING CLASS ACTION WAIVER IS FOUND TO BE INVALID OR UNENFORCEABLE, THIS ARBITRATION AGREEMENT SHALL BE NULL AND VOID.

For further information, please contact:**Customer Service:**

Email: claims@hydroblok.com

Write: 121 W Election Rd Draper, UT 84020

WARNING: Drilling, sawing, sanding or machining cementitious products can expose you to cement dust, a substance known to the State of California to cause cancer. Avoid inhaling dust or use a dust mask or other safeguards for personal protection. For more information go to www.P65Warnings.ca.gov/wood.

Note: HydroBlok periodically updates and revises its product information. To verify this version is current, visit HydroBlok.com.