

Limited Warranty For Gutex Wood Fiber Insulation



PRODUCTS SUBJECT TO THIS LIMITED WARRANTY

This Limited Warranty applies only to Gutex board insulation (the Product) sold by 475 High Performance Building Supply (“475”)

WHO IS ENTITLED TO THIS LIMITED WARRANTY

475 grants this Limited Warranty solely in favor of the original purchaser of the Product (the “Original Purchaser”), but to no other person or entity whatsoever. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this Limited Warranty, or otherwise, in connection with the Product. This Limited Warranty is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Products are installed, or otherwise.

LENGTH OF THIS LIMITED WARRANTY

This Limited Warranty shall begin on the date the Products are sold by 475 to the Original Purchaser and shall continue for a period of 5 year thereafter (such period of time, the “Warranty Period”), after which this Limited Warranty shall expire and be of no further force or effect.

FURTHER, ALL WARRANTIES IMPLIED BY APPLICABLE LAW, INCLUDING ANY WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR OF MERCHANTABILITY, SHALL (TO THE EXTENT PERMITTED BY APPLICABLE LAW) BE LIMITED TO AND EXPIRE AT THE END OF THE WARRANTY PERIOD.

WHAT IS WARRANTED

Subject to the conditions and limitations set forth in this Limited Warranty, 475 warrants to the Original Purchaser that during the Warranty Period the Products will be free from manufacturing and design defects.

WHAT 475 WILL DO

In the event that any Product fails to comply with this Limited Warranty, 475 will either refund the purchase price paid by the Original Purchaser for the defective Product upon authorized return of the defective Product or replace the defective Product at its cost. 475 shall elect the remedy in its sole and absolute discretion. In the event 475 elects to replace any defective Product, 475 may replace the defective Product with the same type of insulation or with any insulation product it deems comparable in terms of quality or price. In such event, the costs of shipping any replacement insulation shall be paid by the Original Purchaser and 475 shall not be liable for any other costs or expenses, including any labor charges or any other expenses in connection with removal or installation of either the original or replacement insulation. In the event 475 elects to offer the Original Purchaser a refund for any defective Product, 475 shall promptly refund the Original Purchaser an amount equal

to the original purchase price for the defective Product and shall have no further obligation or liability under this Limited Warranty or otherwise in connection with the defective Product.

THE FOREGOING DESCRIBES 475'S SOLE LIABILITY, AND THE ORIGINAL PURCHASER'S SOLE REMEDY, FOR ANY BREACH OF WARRANTY IN RESPECT OF THE PRODUCTS. HOW TO MAKE A CLAIM

To make a claim under this Limited Warranty, the Original Purchaser must notify 475 in writing of any claimed defect in a Product. Such notice must be given promptly following discovery of the claimed defect and in any event prior to the expiration of the Warranty Period. The Original Purchaser must submit with such notice proof of purchase and proof of the date of purchase of the Product claimed to be defective. Notification shall be provided to: 475 High Performance Building Supply, 334 Douglass street, Brooklyn NY 11238 Attention: CLAIMS 475 shall then promptly inspect the claimed defect and if such examination does disclose a defect covered by this warranty, shall, within 30 days after inspection replace the defective Product or issue a refund for such defective Product (as it shall elect in its sole and absolute discretion), subject to the terms set forth above.

LIMITATIONS

1. 475 shall not be liable under this Limited Warranty for any of the following:

A. Defects in or failure of the Products caused by storage that is not in strict adherence with the written instructions of 475.

B. Defects in or failure of the Products caused by installation of the Products not in strict adherence with the written instructions of 475.

C. Any damage to the Products caused by impact of foreign objects, lightening, gale, hurricane, tornado, earthquake, rain or flood, or other acts of God or by fire, explosion or other casualty.

D. Defects in, failure of, or damage to the Products caused by materials adjacent to the Products.

E. Damage to the Products caused by alteration after completion of their installation, whether such alteration be by structural additions, changes, replacements or by equipment installation.

2. IN NO EVENT SHALL 475 BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, ANY DAMAGE TO THE PROPERTY IN WHICH A PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE. DISTRIBUTOR OR DEALER OF 475 IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS LIMITED WARRANTY. SOME STATES MAY NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

The invalidity, illegality or unenforceability of any one or more provisions of this Limited Warranty shall in no way affect or impair the validity, legality or enforceability of the remaining provisions, which shall remain in full force and effect.

LEGAL REMEDIES

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state