



POLYCON LLC

INTERIOR SPRAY FOAM

LIMITED LIFETIME WARRANTY

PolyCon LLC, subject to the terms, conditions and limitations listed herein and when a PolyCon products are installed by a PolyCon certified installer in accordance PolyCon Application Guidelines and all applicable codes and restrictions, warrants all Open-Cell and Closed-Cell Spray Foam will perform free from defect as stated in the Product Technical Data Sheet. PolyCon's sole responsibility under this Limited Lifetime Warranty shall be to repair or replace any defective Product at the cost of the material only. PolyCon shall not be responsible for labor cost, or any other costs whatsoever related to, or in connection with, the removal or installation of either the original or replacement product. This Limited Lifetime Warranty specifically excludes damage or failure of the product caused by or resulting from any failure, defect or damage caused by occurrences beyond PolyCon's control.

PolyCon shall not be held liable under this Warranty for project failures caused by improper installation of Product if not installed following strict written guidelines, or damage due to fire, structure settlement, , lighting, faulty construction, damage caused by third party, storms, floods, acts of God, abuse neglect, or defects, failure or damage caused by materials adjacent to the Product, or damage caused by alteration after completion of the installation of the Product.

Statements made by contractors and installers about the performance qualities of the Product or contained in advertising literature do not constitute an expressed warranty. This Limited Lifetime Warranty gives the building owner specific legal rights, and the building owner may also have other rights, which can vary from state to state. Building owners making claims under this Limited Lifetime Warranty must notify PolyCon in writing of the defect promptly following its discovery and must submit with this notice proof of the date, location and description of the circumstances under which the defect occurred or was first noticed. Notice shall be given in writing to the address below.

This warranty shall be void if the contractor or contractor's customer fail to make payment of the full price and invoice; make any changes in the use of the structure or allow for a manufacturer's representative full access for inspection. This warranty is non-transferable by the original consumer with which the installation occurred. The Limited Lifetime Warranty is made and entered into in the State of Texas and shall in all respects be interpreted, enforced and governed under the laws of Texas without consideration or application of rule of conflicts of law.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER AT LAW OR IN EQUITY, OR WHETHER ARISING OR EXISTING UNDER STATUTE. POLYCON DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL POLYCON BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THE PRODUCT OR ITS USE. POLYCON SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THE EXPRESS WARRANTY OR FOR THE COST OF REMOVING, INSTALLING, OR REINSTATING ANY REPAIR OR REPLACEMENT.