

## LIMITED WARRANTY

Subject to the limitations and exclusions listed below, Foamco warrants that the Products will be free from defects in material and workmanship for a period of five (5) years effective from the date of this Agreement (the "Warranty Period").

This Limited Warranty applies (a) only if the Products have been installed and maintained in strict accordance with all applicable safety codes, building codes and standards and Foamco's recommended practices and installation instructions, (b) only to such defects that exceed normal weathering or accepted industry tolerances and standards, (c) only to defects appearing within the Warranty Period, and (d) only if Foamco is notified in writing within sixty (60) days after such defects either (i) appear or (ii) should have been discovered after the exercise of reasonable diligence. Failure of the Purchaser to notify Foamco within such period shall automatically relieve Foamco of any and all responsibilities or liability under this Limited Warranty. FOAMCO DOES NOT MAKE ANY, AND HEREBY DISCLAIMS ALL, OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

This Limited Warranty does not cover, and Foamco hereby disclaims all liability for, all Products improperly installed or which have been repaired or altered without notice to, and written consent from, Foamco. This Limited Warranty does not cover, and Foamco hereby disclaims all liability for, any Products which have been subject to abuse, alternation, modification, neglect, misuse, abnormal use, accident, fire, war, flood, earthquake or acts of God, or to which parts not supplied by Foamco have been added, or to defects caused by depreciation, normal weathering or normal wear and tear, or damage by third parties. All decisions regarding the existence of defects in material and workmanship and the occurrence of any of the matters described in the preceding paragraphs or affecting this Limited Warranty shall be made by Foamco and shall be final and binding upon the parties.

The sole and exclusive remedy with respect to this Limited Warranty or with respect to any other claim relating to defects or any other condition or use of the Products, however caused, and whether such claim is based upon warranty, contract, negligence, strict liability or any other theory is limited to, at Foamco's option, repair or replacement of such products at the original F.O.B. point, or repayment of the purchase price paid for it. Foamco shall have a reasonable opportunity to investigate any warranty claim and to inspect the applicable Products.

The Products repaired, replaced or otherwise restored by Foamco shall be warranted to the same extent and to the expiration date from the original date of shipment, and this Limited Warranty shall not be deemed to have been extended from the date of such warranty work. At no time does this Limited Warranty confer upon the Purchaser or any other party the right to proceed with repair, replacement or restoration, without written notice to, and written consent from, Foamco. Any such work undertaken by the claiming party or any other party shall be for the claiming party's own account and shall result in this Limited Warranty becoming null and void.

FOAMCO'S TOTAL LIABILITY UNDER THIS LIMITED WARRANTY IS LIMITED TO THE DOLLAR AMOUNT OF THE PURCHASER'S ORIGINAL PAYMENTS MADE FOR THE PRODUCTS. IN CONSIDERATION OF THIS LIMITED WARRANTY, FOAMCO SHALL NOT BE LIABLE FOR SPECIAL, DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF PROFITS OR GOODWILL, DAMAGES FOR NEGLIGENCE IN THE MANUFACTURE, DESIGN OR INSTALLATION OF THE PRODUCTS OR OTHER COMMERCIAL LOSS OR INJURY.

This is the only warranty made in connection with the sale and distribution of the Products. No representative, dealer or any other person is authorized to make or makes any warranty, representation or promise with respect to the Products. No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding on Foamco unless made in writing and signed by a duly authorized officer of Foamco.