



## LIMITED LIFETIME RESIDENTIAL INSULATION WARRANTY UPC Spray Polyurethane Foam Insulation

Universal Polymers Corporation (“UPC”), subject to the terms, conditions and limitations listed herein and when the UPC Spray Foam Insulation Products are installed by a UPC Approved Applicator in strict accordance with local building codes, current Product Guidelines, technical datasheets and installation specifications, warrants to the original homeowner (“Homeowner”) where the insulation was installed, that its Product is free from manufacturing and design defects in the material for the lifetime of the Homeowner’s ownership. UPC does not warrant or guarantee the workmanship performed by any person or firm installing its products. UPC obligation hereunder is limited solely to the remedy of replacement of defective products, which is proved by our examination to be defective in manufacture. Statements about the performance and quality of Products made by UPC Dealers, Distributors or Contractors or contained in advertising literature do not constitute any implied or an express warranty. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

### WARRANTY EXCLUSIONS

This limited lifetime Warranty specifically excludes:

- a. Any labor and installation cost and any other expense incurred for the removal or installation of the original or replacement Product.
- b. Damage or failure of the Product, caused by, resulting from, or due to any failure, defect, or damage caused by occurrences beyond UPC’s control, including but not limited to:
  - i. Damage caused by improper storage or installation or results from improper use of the Product, including, but not limited to failure to follow UPC current installation instructions;
  - ii. Damage caused by improper repair of the Product or repair not authorized pursuant to this warranty;
  - iii. Defects, failure or damage caused by materials in proximity to the Product or damage caused by alteration of the originally installed Product, whether such alteration be by structural additions, changes, upgrades, refurbishment, replacements or by equipment installation;
  - iv. Natural causes, including but not limited to lightning, earthquakes, flood, hurricanes, tornadoes, fire or other acts of God or other extraordinary or unusual events;
  - v. External forces, including but not limited to fire, settlement, movement, deflection, abuse, neglect, warpage, distortion, faulty construction or design of the structure, misuse of the structure or other failure of the structure;
  - vi. Vandalism, penetration or damage cause by third parties or foreign objects or agents, including plant or animal life.
  - vii. Homeowner’s negligence, misuse or abuse of the insulation.

### WARRANTY TERM

1. Original Homeowner: Lifetime of original Homeowner for the continuous duration of their ownership of the residence in which the Product was installed.
2. Subsequent Homeowner: Warranty coverage is transferable to the first subsequent owner, but extends only fifteen (15) years from date of original installation.
3. Non-Individual Entity: Such as a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc., the warranty period is limited to fifteen (15) years from date of original installation.

### WARRANTY CLAIM PROCEDURE

To make a warranty claim, the owner, installer or insulation supplier must:

1. Promptly notify UPC in writing of the claimed defect within 10 days after of the defect, and must:

- a. Submit: 1) Homeowner’s name, address and telephone number; 2) Proof of purchase; 3) Name of installer; 4) Insulation card; 5) Date of installation; 6) Proof of current property ownership; and 7) a detailed written description of the claimed circumstances and defect when first discovered, along with supporting physical and photographic evidence,.
- b. All warranty claim notifications must be sent to: Universal Polymers Corporation, 3001 E. Pioneer Parkway, Arlington, TX 76010.

### WARRANTY CLAIM PROCESSING

Upon receipt of notice of a warranty claim, UPC will, at its sole discretion:

- a. Inspect and validate the claimed defect;
- b. If subject to warranty coverage, either repair, replace, refinish or refund to you the value of the Product determined to be defective, but only up to the replacement cost of the defective Product; or
- c. Substitute products designated by UPC to be of comparable quality in the event the product originally installed has been discontinued or modified.

### LIMITATION OF REMEDIES

**HOMEOWNER MUST SATISFY THEMSELVES AS TO THE SUITABILITY OF THE SPECIFIC USE OF THE PRODUCT. UPC MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY LAW OR IN EQUITY. UPC DISCLAIMS ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. UPC’S LIABILITY AND OWNER’S SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF A BREACH OF THE WARRANTY IS EXPRESSLY LIMITED TO UPC’S OBLIGATION CONTAINED IN THIS WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, ORAL OR WRITTEN. UPC’S OBLIGATIONS, RESPONSIBILITIES, AND/OR LIABILITY SHALL BE LIMITED TO REPLACING THE DEFECTIVE PRODUCT AND IN NO EVENT SHALL UPC BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ATTORNEY’S FEES, THIRD PARTY LIABILITY, ANY DAMAGE TO THE STRUCTURE, ITS CONTENTS OR ANY PERSONS OR PROPERTY, THAT OCCUR AS A RESULT OF THE BREACH OR FOR ANY LOSS OF PROFIT AND ANY AND ALL OTHER CLAIMS, WHETHER SOUNDING IN NEGLIGENCE, TORT, OR STRICT LIABILITY OR OTHER THEORY OF LAW.**

### THIS WARRANTY SHALL BE VOID IF YOU:

- a. Fail to make payment, when due, of the full contract price for the installation of the Product to UPC and/or its Distributors or applicators;
- b. Make any change in the use of the structure other than as a residence;
- c. Do not permit UPC or its authorized representative to conduct an inspection pursuant to the Warranty Procedure noted above;

This limited warranty is made and entered into in the State of California, and shall in all respects be interpreted, enforced and governed under the laws of said state without consideration or application of rules of conflicts of law.