

Limited 25-year Warranty for Icynene® in Europe

This warranty is issued by Icynene, Inc., 6747 Campobello Road, Mississauga, Ontario L5N 2L7 Canada. www.icynene.com.

This warranty is limited to the "end user", i.e., a natural person who has become the owner of the product after ordering it from an industry professional and ensured that it is installed by Icynene licensed professional contractors or dealers and who has not purchased it with the intention of reselling or installing it as part of his commercial or independent contractor's business.

Icynene Inc. ("Icynene") warrants that Icynene LDC-50 spray foam insulation (the "Product") will meet our written liquid component specifications, as indicated in the product's technical data sheet published at the time of the purchase ("Warranty"). Our Products are intended for installation only by Icynene licensed professional contractors or dealers serving the commercial, industrial, and residential markets, who assume full responsibility for determining the most appropriate product for the specific application, testing, quality control, and installation. The licensed contractors or dealers are responsible for all matters relating to assembly, fitting and installation of the product in accordance with generally accepted trade practice, for which the manufacturer assumes no liability.

Warranty Card Issuance

- Warranty is solely for the home owner/client, it should only concern the raw materials manufactured by Icynene®.
- A Warranty Card can only be delivered by approved Icynene contractors. Each card should bear a unique number and be issued by either Icynene or its distributor(s).
- The Warranty is only valid after the client has filled up the required Warranty Card customer information section and returned it to the distributor within 30 days after the job has been completed. A copy of the contractor's invoice including a detailed description of the work performed must be returned to the distributor along with the warranty card.

Limitations

- The Icynene Limited Warranty can only be offered to end users. It is not transferable to a new owner.
- Icynene® Limited Warranty only covers for the replacement of the raw materials manufactured by Icynene.
- The Warranty only concerns the Icynene® insulation foam provided it has been installed by Icynene certified contractors according to the manufacturer's specifications, within the limits of its intended use and in accordance to local regulations and building codes.
- The Warranty only applies if the raw materials provided by Icynene® are mixed before the product expiry date and have been stored in accordance with the manufacturer's guidelines.
- The Warranty is void if the original use of the insulated premises or rooms has changed from the time of installation: for example a bedroom transformed into a

bathroom or a room/house in which the ventilation has been modified or suppressed.

- The Warranty is void if part of the insulation has been removed or/and compressed.
- Claims must be accompanied with a copy of the original invoice.
- This Warranty excludes failures of the product due to:
 - ✓ Natural causes such as earthquake, fire, flood, acts of God, disintegration of the underlying substrate, abuse or neglect.
 - ✓ Application to the surface of the foam of any product or substance not approved by the manufacturer.
 - ✓ Exposition to the outside weather, UV light, water or excessive humidity levels.
 - ✓ Alteration following completion of the installation of the Product.
 - ✓ Alteration resulting from normal use or wear and tear of the product.
 - ✓ Alteration resulting from work done by persons other than Icynene licensed professional contractors or dealers.
 - ✓ Alteration arising out of an occurrence of force majeure, natural disaster, fire, flood, frost or other like unforeseeable event.

Statements about the performance qualities of the Product made by Icynene Licensed Dealers, contractors, distributors or contained in advertising literature do not constitute an express warranty.

If, under any statute or regulation in force in the territory of the Union, a presumption of manufacturer's liability may be claimed against the warranty issuer, such presumption may validly be rebutted by an expert report submitted by the manufacturer, whether as a result of an agreed or court-ordered expert appraisal. In such a case, the beneficiary of the warranty shall have no claim for compensation in connection with the carrying out and/or duration of the expert's assignment.

- **Only the manufacturer or its legal representative (the distributor) should determine if the warranty could be applied against any defect.**
- **If within the Warranty period, the product disintegrates, shrinks or crumbles and it is proven that it is due to the product non conformance to Icynene's published specifications, the raw materials will be replaced by Icynene at no charge. The labor and transportation costs related to the removal of the faulty product and to its replacement are not covered by this warranty.**
- **Icynene® excludes liability, whether as a result of breach of contract or express or implied warranty, negligence or strict product liability, for special, indirect, incidental or consequential damages including without limitation: (a) loss of use, loss of work in progress, down time, or loss of income or profits; (b) cost of removing, installing, or reinstating any repair or replacement; (c) lawyer's fees; or (d) liability the original purchaser may have with respect to any other person.**
- **There are no other warranties or guarantees extending beyond the description set forth in this Warranty. No action taken under the warranty shall extend or renew the warranty period.**

