

## Manufacturer's Defect Warranty

Carlisle Spray Foam Insulation warrants that our Products meet the published physical and chemical properties (Product Specifications) of the liquid products at the time they are shipped.

Physical characteristics of spray-applied polyurethane foam insulation are dependent upon various factors at the time of installation. These factors include but are not limited to, the temperature of the product at the time of application, environmental conditions such as air temperature, substrate temperature and relative humidity, and capabilities of application equipment including mixing chamber size, tip size, as well as equipment pressure and temperature settings, and the skill of the applicator(s). These factors are outside the control of Carlisle. Physical characteristics of applied products are determined by the applicator.

Carlisle warrants that, if applied according to our published processing parameters, the finished product will have the physical characteristics as defined in the product technical data sheets.

## **Terms and Conditions**

- **1.** Property Owner shall notify Carlisle within 30 days from the date any defect is discovered, or of any products that do not conform to the finished physical characteristics.
- **2.** Property Owner's sole remedy and Carlisle's sole liability for claims of breach of warranty shall be Carlisle's choice of either:
  - a. replacement of non-conforming Products; or
  - **b.** refund of monies paid to Carlisle for the non-conforming Products
- 3. Carlisle shall have the opportunity to inspect all Products that Property Owner claims are non-conforming. Property Owner shall hold, at no cost to Carlisle, the Products pending such inspection. The conditions of any test of the Products for conformance with any specification shall be mutually agreed upon and Carlisle shall be notified of, and may be represented at, all tests that may be made by or for Property Owner.
- **4.** Property Owner assumes all risk for misuse of the Products.
- **5.** As Carlisle is not the applicator, Carlisle assumes no liability for mis-application or any other error or omission of applicator.
- **6.** THIS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, ORAL OR WRITTEN, STATUTORY OR OTHERWISE, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTIBILITY AND FITNESS FOR A PARTICULAR PURPOSE WHICH ARE EXPRESSLY DISCLAIMED.

The Parties hereby agree that Carlisle does not represent or warrant that the importation, use or sale of the Products is/are free from infringement of any third party patent(s), trademark(s), or copyright(s).