



NAILBASE

LIMITED
20
YEAR
WARRANTY

Location:

Thermal Foams, Inc. - Buffalo
2101 Kenmore Avenue
Buffalo, NY 14207

Limited Warranty. Thermal Foams, Inc. hereby warrants that the Tru-R Nailbase Panels (referred to herein also as "Product") will be free from defects in materials and workmanship on the date of final delivery to the Owner or the Owner's authorized representative. For the purposes of this warranty, defects in materials and workmanship shall mean the following:

- (a) Failure to provide lamination performance of the Product facing material to the molded polystyrene core in accordance with the Tru-R Nailbase material specifications which were in effect at the time of delivery.
- (b) Failure of molded polystyrene core in the Tru-R Nailbase to meet minimum thermal resistance ("R-value") requirement in accordance with ASTM C578 material specification in effect at the time of delivery.

The Limited Warranty set forth herein is effective on the date of final delivery of the Product to the Owner and expires twenty (20) years after such date (the "Warranty Period").

If, during the Warranty Period, the Tru-R Nailbase is determined by sampling and testing (conducted as provided below) not to meet warranty value, Thermal Foams, Inc. will either deliver to the owner ("Owner") of the building on which the Tru-R Nailbase was initially installed a quantity of equivalent Product to replace the non-performing Product or, at Thermal Foams, Inc. sole discretion, refund to the Owner the original purchase price of the non-performing Product. Thermal Foams, Inc. maximum liability for any warranty claim shall not exceed the original purchase price of the Product originally supplied to the Owner or the Owner's authorized representative.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THIS WARRANTY SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THERMAL FOAMS, INC. AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. Thermal Foams, Inc. obligations under this Warranty will only take effect if the Product is installed in strict accordance with all applicable Tru-R Nailbase specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the Tru-R Nailbase have been paid in full. This Warranty shall be void if, in Thermal Foams, Inc. sole judgment, the Product performance has been impaired by either damage or alterations without obtaining Thermal Foams, Inc. prior written approval.

Exclusions. Thermal Foams, Inc. does not warrant (a) compatibility of any other product (including but not limited to any roofing membrane, wall cladding, coating) with the Product, (b) moisture damage caused by inadequate design, performance or maintenance; (c) damage caused by natural disasters, or (d) damage caused by misuse or alterations. Thermal Foams, Inc. does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

Sampling and Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by Thermal Foams, Inc., and samples of the Product shall only be taken in the presence of an authorized Thermal Foams, Inc. representative. Testing of molded polystyrene samples shall be in accordance with ASTM Test Method C518 or C236, or the then closest Thermal Foams, Inc. approved effective equivalent thereof. Testing of Product samples shall be in accordance with Thermal Foams, Inc. approved method, such as but not limited to ASTM Test Method C297. Molded polystyrene and Product samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of Insulation covering removal and replacement) shall be at the Owner's sole expense.