

LIFETIME Limited Thermal Warranty

Limited Warranty: PLASTI-FAB LTD. ("Plasti-Fab") hereby warrants that EnerSpan® insulation (the "Product") installed in the original application will maintain 100% of its published thermal resistance (R-value) at the time of purchase. If the actual R-value of the Product is determined by sampling and testing (conducted as provided below) not to meet published R-value, then Plasti-Fab will either deliver to the owner ("Owner") of the building on which the Insulation was initially installed a quantity of equivalent Product to replace the non-performing Product or, at sole discretion of Plasti-Fab, refund to the Owner the original purchase price of the non-performing Insulation. Plasti-Fab maximum liability for any warranty claim shall not exceed the original purchase price of the Product.

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 PLASTI-FAB AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions: This Warranty will only take effect if the Product is installed by a qualified installer in strict accordance with all applicable Plasti-Fab specifications, recommendations and guidelines in place at the time of installation. This Warranty shall be void if, in the judgement of Plasti-Fab, the Product performance has been impaired by either damage or alterations, including any limitations listed in the Product Standards, which form part of this Warranty.

Exclusions: Plasti-Fab will also not be liable for any product warranty claim resulting from improper installation, abuse, neglect, or accident. Plasti-Fab shall not be responsible for any costs of labour or other costs involved with making the repair, including, without limitation, the cost of freight for shipping, removal, installation, or re-installation of any Products. Plasti-Fab does not warrant the compatibility of any other product with the Product and 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.

Insulation Testing: All sampling shall be conducted in accordance with sampling procedures as prescribed by Plasti-Fab. All material property testing shall be conducted on Product in dry condition by a testing laboratory accredited by the Standards Council of Canada as selected by Plasti-Fab. Samples for material property tests will be selected from three separate areas on the installed area, yielding a minimum of three 24" x 24" x 2" samples. The average of the three test results shall be used to determine the R-value.

Owner will be obligated to pay for all sample test cuts conducted by the independent laboratory. If a justifiable claim under the Warranty is determined by testing, Plasti-Fab will reimburse Owner for the cost of test cuts, as part of the repair or the replacement costs, not exceeding the limits of liability.

Plasti-Fab shall not be obligated under the terms of this Warranty Agreement until the Owner has paid in full all invoice and charges for the product supplied and services due and owing. Originals or copies of invoices and bills showing the cost of the Product shall be submitted along with any claims under the Warranty Agreement.

Failure by Plasti-Fab at any time to enforce any terms or conditions stated herein shall not be construed to be a waiver of its right to enforce that term or condition. This Warranty shall be governed by the laws of the Province of Alberta, and all related correspondence shall be in English.

To make a claim under this Warranty, Owner must notify Plasti-Fab in writing at Suite 100, 2886 Sunridge Way N.E., Calgary, Alberta T1Y 7H9 within sixty (60) days after Owner becomes or should have become aware of any Product which does not meet the published R-value. Owner must submit with this notice the date of purchase of the Product, and the date, location and description of the circumstances under which the defect occurred or was first noticed.