

**1. LIMITED WARRANTY.** Fi-Foil Company, Inc. ("Fi-Foil") warrants to the original owner and all subsequent owners of the building (each a "Covered Person") in which Fi-Foil Silver Shield™ Radiant Barrier Product ("Product") intended for use on the underside roof rafters is originally installed, is free from defects in material and manufacture. When used for its intended purpose, properly maintained, and the installation of the Product is performed in a workmanlike manner in compliance with Fi-Foil installation guidelines and instructions, and if the Product is not damaged, misused, or mishandled after delivery by Fi-Foil:

- (a) When delivered to the Covered Person, the Product will comply with Fi-Foil's published specifications for the Product.
- (b) For a period of twenty (20) years after delivery to the Covered Person by Fi-Foil, the Product will serve as a radiant barrier and will reduce solar heat gain.
- (c) For a period of twenty (20) years after delivery to the Covered Person by Fi-Foil, the Product will be free from defects in material and workmanship under normal use and service that materially impair the Product's ability to reduce heat transfer by radiation.
- (d) For a period of twenty (20) years after delivery to Covered Person by Fi-Foil, the Product will remain free of areas of separation of the foil greater than three percent (3%) of surface area, which result in material reduction of the Product's ability to reduce solar heat gain.

The statements in this warranty constitute the only warranty extended by Fi-Foil for the Product. There are no warranties that extend beyond the express language herein. **FI-FOIL DISCLAIMS ALL OTHER WARRANTIES, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH REGARD TO THE PRODUCT, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER WARRANTY LAW.** Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

No employee or agent of Fi-Foil has the authority to promise or give any warranty different from or in addition to the express warranties set forth herein, and has no authority to waive any of the exclusions from warranties set forth herein. If you purchase and use the Product in a state that does not allow certain warranties to be disclaimed, then such warranties are limited to the shortest period as required or permitted under the law of your state.

**2. EXCLUSIONS FROM WARRANTY.** This warranty does not apply to any damage:

- (a) caused by improper installation, misuse, improper maintenance of, or changes, modifications, or alterations to the Product;
- (b) caused by severe weather conditions, lightning, earthquakes, floods, hurricanes, tornados, storms, or other acts of God;
- (c) caused by design or construction of the structure in which the Product is used;
- (d) occurring during storage, handling, transportation, or installation of the Product after delivery by Fi-Foil; or,
- (e) caused by repair, reconstruction, or alteration to the building structure after the original installation of the product.

This warranty does not cover Product that is not installed in compliance with applicable building codes or not installed in compliance with Fi-Foil installation guidelines and instructions.

This warranty does not cover any part of the Product that has been altered, modified, or changed after delivery by Fi-Foil, or the installation of which was not in conformance to Fi-Foil installation guidelines or instructions. This warranty does not cover cosmetic blemishes, cracking, flaking, bubbling, discoloring, or other imperfections that do not materially affect the performance of the Product.

**3. REMEDIES. THE EXCLUSIVE REMEDY OF THE COVERED PERSON, AND THE ENTIRE LIABILITY OF FI-FOIL, SHALL BE EITHER (A) RETURN OF THE PRICE PAID TO FI-FOIL FOR THE PRODUCT, OR (B) AT FI-FOIL'S OPTION, REPLACEMENT OF THE PRODUCT THAT DOES NOT MEET THE LIMITED WARRANTY IN SECTION 1 AND PAYMENT OF THE RESULTING LABOR COSTS NOT TO EXCEED TWICE THE COST OF THE REPLACED PRODUCT AS INSTALLED.** Any replacement Product will be warranted for the remainder of the original warranty period. The owner must contact Fi-Foil within thirty (30) days after discovery of an alleged defect and provide in writing the particulars of the alleged defect. The owner must allow Fi-Foil's agents to inspect the Product alleged to be in non-compliance.

**4. LIABILITY.** Fi-Foil's liability shall be in all events limited to the amounts received by Fi-Foil for the Product unless Fi-Foil elects to replace that part of the Product alleged to be in non-compliance, in which case Fi-Foil's liability shall in all events be limited to the cost of materials for such replacement together with the cost of resulting labor not to exceed twice the cost of the replaced product as installed. Fi-Foil shall not be liable for any incidental or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, increased cooling or energy costs, or any other pecuniary loss, removal or installation costs) arising out of the use of or inability to use the Product, even if Fi-Foil has been advised of the possibility of such damages.

**5. OWNER'S RESPONSIBILITIES.** The Covered Person and subsequent owners must comply with each of the following requirements to be entitled to the benefits of the warranty. Each of the following requirements is a condition to each of the owner's rights hereunder.

- (i) The Product(s) must be installed in a workmanlike manner and in compliance with Fi-Foil installation guidelines and instructions.
- (ii) The building on which the Product(s) is used must be constructed in compliance with all applicable building codes.
- (iii) The Product(s) cannot be exposed to the elements or be allowed contact with water or wet conditions.
- (iv) Anyone seeking remedies under this warranty must notify Fi-Foil in writing thirty (30) days after discovering a possible nonconformity of the Product(s), and before beginning any permanent repair. This written notice should include the date the Product(s) was installed, if known, and the Identity Number imprinted on the Product.
- (v) Anyone seeking remedies under this warranty must be able to determine when the Product was installed by producing documentation, such as purchase invoices and receipts, contractor's billings, service contracts, and building permits.
- (vi) Upon reasonable notice, the Covered Person must allow Fi-Foil's agents to enter the building in which the Product(s) is installed to inspect such Product(s).

**6. SETTLEMENT OF CLAIM.** Any refund or material replacement by Fi-Foil pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any Covered Person hereunder for damages or other relief, and shall be a complete bar to any litigation filed subsequently to the Covered Person's acceptance of such an agreement.

**7. MODIFICATION OR DISCONTINUATION OF PRODUCTS.** Fi-Foil reserves the right to modify or discontinue any of its products without notice and shall not be liable as a result of such modification or discontinuation.

**8. GENERAL.** Some states do not allow limitations on how long an implied warranty lasts, or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. You may also have other rights, which may vary from state to state.

