

LIMITED WARRANTY

This limited warranty is given to (i) the original purchaser of SureTight Panels (the "Products"), (ii) the original purchaser of the building in which the Products are originally installed; and (iii) the owner of a building at the time of installation in which the Products are originally installed (collectively, the "Purchaser"). SureTight Insulated Panel Corporation (the "Company") warrants that the Products will, at the time of delivery, and when installed in accordance with the Company's installation instructions, procedures and recommendations, and provided that the use of such Products is in accordance with ICC-ES Legacy Report NER-467, for the life of the structure, be free from defects in material and workmanship which are defined as delamination of the Product's OSB Skins from its expanded polystyrene foam core (a "Defect"). This limited warranty is not transferable.

In the event of any Defect covered by this limited warranty, the Company, at its option, will repair or replace the defective Products. The foregoing remedy is the sole and exclusive remedy for any breach of warranty. Warranty claims must be submitted to the Company in writing via registered or certified mail, return receipt requested, within 30 days after discovery thereof, and before beginning any repair. Upon reasonable notice, the Purchaser must allow Company agents to enter the structure in which the Products are installed to inspect such Products. This limited warranty provides a remedy for only the Defects reported in this paragraph. In addition, this limited warranty does not provide a remedy for Defects caused by (1) misuse or improper handling, installation, or maintenance.; (2) alterations to the structure after the original installation of the Products; (3) acts of God, such as earthquake, tornado, flood or other similar severe weather or similar natural phenomena; (4) transport, storage or handling of the Products prior to installation; (5) Products that are not installed in accordance with the Company's installation instructions, procedures and recommendations; (6) workmanship in the installation of the products; (7) fire or electrical fire; and (8) exposure to moisture, including flood.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THESE PRODUCTS AND EXCLUDES ALL OTHER EXPRESSED OR IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF THE MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR A USAGE OF TRADE OR ADVERTISING, EXCEPT WHERE SUCH WARRANTIES ARISE UNDER APPLICABLE CONSUMER PRODUCT WARRANTY LAWS AND CANNOT LAWFULLY BE DISCLAIMED, IN WHICH EVEN SUCH WARRANTIES ARE LIMITED TO THE SHORTEST PERIOD PERMITTED OR REQUIRED UNDER APPLICABLE LAW. NO OTHER WARRANTY HAS BEEN MADE OR WILL BE MADE ON BEHALF OF THE COMPANY WITH RESPECT TO THESE PRODUCTS.

LIMITATION OF LIABILITY

In no event shall the Company be liable for indirect, incidental, consequential, special, exemplary, or punitive damages (including, without limitation, lost profits or revenues) arising out of or relating to the Products, even if the Company has been advised of the possibility of such damages.



SURETIGHT
INSULATED PANELS
BUILD SMARTER. LIVE BETTER.

SHEET TITLE:

LIMITED WARRANTY

SCALE:

NTS

LAST UPDATED:

01-04-06

SHEET NO:

SIPS-29