

LIMITED WARRANTY

Project: SAMPLE

Warranty Effective Date:

Address:

City, State, Zip:

Panel: Omega CI®

Sales Order #:

Sq. Ft. Installed:

Colors:

Sold By:

General Contractor:

Architect:

Installer:

Owner:

This limited warranty is issued by Laminators Incorporated ("Laminators") to the property owner ("Owner") of the project listed above. Subject to the terms, conditions and limitations set forth in this warranty, Laminators warrants the performance of the insulation panels as follows:

Laminators warrants to the Owner for a period of fifteen (15) years from the Warranty Effective Date (as defined herein) the insulation panel's measured thermal resistance will not vary by more than twenty (20) percent from the published R-value at 75°F in accordance with ASTM C518.

Warranty coverage is subject to the terms, conditions, limitations, remedies, and legal rights set forth below:

1. The Warranty Effective Date is defined as six (6) months from Laminators' date of initial shipment or on the date of Project Substantial Completion (as defined by the Construction Contract Documents), whichever occurs first.
2. This warranty does not extend to, or cover: (a) damage to insulation panels caused by failure of Installer to install insulation panels in a clean, dry condition; (b) damage to insulation panels that swell or delaminate due to moisture intrusion or entrapment or from moisture from within the building; (c) damage to insulation panels from improper sizing or cutting of insulation panel edges and joints; (d) damage to insulation panels from physical forces such as corrosion, abrasion, impact, or abuse; (e) damage to insulation panels that failed due to exposure to chemical atmosphere or salt air or spray; (f) damage to insulation panels if used in a manner that allows for the potential of standing water for any period of time; (g) or damage to insulation panels not installed and stored in accordance with Laminators' installation instructions.
3. This warranty does not cover damage or failure of insulation panels attributable to acts of God, falling objects, external forces, explosions, fire, acts of war, or other similar occurrences beyond Laminators' control.
4. This warranty is extended solely to the Owner and is not assignable or transferable. Any such assignment or transfer shall render the warranty null and void.
5. Laminators shall not be responsible for any representations, whether expressed or implied, made by its employees, agents, representatives, distributors, contractors or other similar persons that conflict with or are in addition to the terms of this warranty unless such representations are contained in a writing signed by an authorized officer of Laminators.
6. Laminators reserves the right to discontinue or modify its insulation panels. If the original insulation panels are no longer available, Laminators agrees to use commercially reasonable efforts to substitute a comparable insulation panel.
7. All claims hereunder must be submitted in writing to Laminators Incorporated, 3255 Penn Street, Hatfield, PA 19440 within thirty (30) days after discovery of such noncompliance. Any failure of Owner to notify Laminators of any such claim as set forth above shall render the warranty null and void.

8. Laminators shall be given a reasonable opportunity to assess insulation panels claimed to be defective prior to any alterations or repairs performed. Any such failure to afford Laminators a reasonable opportunity to assess the claimed defect prior to alterations or repairs are performed shall render this warranty null and void for the subject insulation panels.
9. All insulation panel sampling shall be conducted in accordance with sampling procedures prescribed by Laminators, and samples of the insulation panels shall only be taken in the presence of an authorized Laminators representative. Testing of insulation panel samples shall be in accordance with ASTM C518. Samples shall be conditioned to equilibrium prior to testing. R-value shall be measured at 75°F. All sampling and testing costs (including but not limited to costs of insulation panels covering removal and replacement) shall be at the Owner's sole expense.
10. If, after the assessment referenced above, Laminators determines that the claimed defect is covered by this warranty, Laminators, at its sole election, shall do one of the following within a reasonable time period, which shall constitute Owner's sole and exclusive remedy for the breach of this warranty: (a) furnish replacement insulation panels; or (b) refund to the Owner the original purchase price of the subject insulation panels. The value of these remedies shall be determined by Laminators.
11. The warranty period for insulation panels replaced under this warranty shall be the remaining portion of the original warranty.
12. In no event does Laminators warranty cover the cost of labor, accessories, cladding materials, or shipping required to remove and/or replace any defective insulation panels.
13. **LAMINATORS' SOLE RESPONSIBILITY IS AS STATED HEREIN, AND LAMINATORS SHALL NOT BE LIABLE, IN ANY EVENT, FOR ANY CONSEQUENTIAL, INDIRECT, INCIDENTAL, PUNITIVE OR ANY SPECIAL DAMAGES.**

Disclaimer:

EXCEPT AS DESCRIBED IN THE ABOVE WARRANTY, LAMINATORS EXPRESSLY DISCLAIMS, WITH RESPECT TO ITS INSULATION PANELS, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.