



10 Year Limited Warranty

What is Warranted and for How Long

Guardian Building Products Distribution, Inc. d/b/a GBP Silvercote ("Guardian"), subject to the terms and conditions below, warrants:

- (i) that the materials provided by Guardian for its Energy Saver FP System ("Product") are free from manufacturing defects of any materiality when subject to normal and proper use and is manufactured in all material respects to Guardian's product specifications; and
- (ii) that the Product will provide prior to installation, on average, the purchased R-Value, plus or minus five percent (5%);

for a period of five (5) years from the date of original proper installation. Liability under this warranty is limited, at Guardian's exclusive option, to Guardian replacing defective Product without charge at the place of Guardian's original delivery or, in the alternative, a refund of the original purchase price for such defective Product. In those instances in which Guardian determines that only a portion of the Product manifests a defect, Guardian reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product and will extend for the balance of the warranty period remaining at the time of replacement. Any Product considered to be defective should not be installed.

Who is Covered

This warranty is granted solely to the original purchaser. It may not be transferred; provided that if you purchase a new commercial building and are the first person to occupy the building, Guardian will consider you to be the original purchaser if the Products were installed as part of the construction of that commercial building.

How to make a claim

In the event you believe that Product fails to conform to this warranty, you must notify Guardian at 1-800-231-6200, promptly followed in writing at GBP Silvercote, 29200 Fountain Parkway, Solon, OH 44139, Attention: GBP Silvercote Claims Department. Such notice must be made within sixty (60) days of the date the claimed defect was first discovered or reasonably could have been discovered. Written notice must include description of the alleged defect, a picture of the defective Product if possible, as well as proof of the date of purchase. Guardian may then promptly inspect the Product. If such examination does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

Limitations

The Energy Saver FP support fabric contains UV stabilizers to improve its performance when exposed to UV light. Guardian does not warrant the Energy Saver FP support fabric for failure due to deterioration from exposure of the fabric to UV light, heat or exposure to chemicals which can cause rapid deterioration of the fabric resulting in flaking, brittleness and loss of strength.

This warranty is void under any of the following conditions:

1. Installation by a contractor not Guardian-certified, or improper installation of the Product pursuant to the training provided by Guardian to the licensed and certified contractor.
2. The negligence, gross negligence or willful or intentional misconduct of any third party.
3. The presence of excessive moisture within the insulation cavity.
4. Defects in the structure or component of the structure in which the Product is installed, or premature deterioration of the building materials.
5. The Product fails, is rendered defective, or is damaged as a result of materials installed or stored near the Product.
6. The Product is damaged or a failure is caused by modifications not executed by Guardian, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
7. The Product is deliberately damaged or damaged by abuse, vandalism or improper use.
8. Any other cause not involving manufacturing defects in the Product.

Purchasers of the Products are solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Purchasers should consult local building and safety codes for specific requirements.

Guardian reserves the right to discontinue or modify any of its Products without notice to the purchaser. If Guardian replaces any Product under this warranty, it may substitute Product designated by Guardian to be of comparable quality in the event the Product initially installed has been discontinued or modified.

GUARDIAN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No variation or change in this warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.

This warranty shall only be applicable and enforceable in the United States of America and Canada.

GBP Silvercote · 29200 Fountain Parkway · Solon, Ohio 44139
800-231-6200 · www.silvercote.com