

# Energy Saver 10 Year Limited Warranty

## What is Warranted and for How Long

Silvercote, LLC ("Silvercote"), subject to the terms and conditions below, warrants:

- (i) for a period of ten (10) years from the date of original proper installation that the materials provided by Silvercote 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 Silvercote's product specifications; and
- (ii) prior to installation that the Product will provide, on average, the purchased R-value, plus or minus five percent (5%)

Liability under this warranty is limited, at Silvercote's exclusive option, to Silvercote replacing defective Product without charge at the place of Silvercote's original delivery or, in the alternative, a refund of the original purchase price for such defective Product. In those instances in which Silvercote determines that only a portion of the Product manifests a defect, Silvercote 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

Except where prohibited by state law, this limited warranty extends only to the original end-user customer and is non-transferable. "Original end-user customer" means the original purchaser who contracts through a contractor for the original purchase and installation of the Product for his property, or the first buyer of a property that contains the Product as a new installation.

## How to make a claim

In the event you believe that Product fails to conform to this warranty, you must notify Silvercote at 864-297-6101, promptly followed in writing at Silvercote, 25 Logue Ct., Greenville, SC 29615, Attention: Metal Building 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. Silvercote may then promptly inspect the Product.

If such examination does disclose a defect covered by this warranty, Silvercote will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Silvercote reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location. Silvercote will not be liable for any actions or expenditures incurred prior to written acknowledgement of Silvercote responsibility under this warranty.

## Limitations

The Energy Saver FP support fabric contains UV stabilizers to improve its performance when exposed to UV light. Silvercote 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 Silvercote certified, or improper installation of the Product pursuant to the training provided by Silvercote 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 Silvercote, 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.

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

**SILVERCOTE'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 SILVERCOTE 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 Silvercote unless made in writing and signed by an officer of Silvercote.

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.