

Laminated Fiberglass Recovered R-value Limited Warranty

What is Warranted and for How Long

Silvercote, LLC ("Silvercote"), subject to the terms and conditions below, warrants for a period of ninety (90) days from the date of purchase by the original purchaser or until the first installation of the Product or any part thereof, whichever first occurs, that its laminated/faced fiberglass insulation (the "Product") intended for use in the walls and roofs of manufactured metal buildings will deliver or recover its specified insulation R-value prior to installation. **Installed Product is not warranted.**

Liability under this warranty is limited, at Silvercote's exclusive option, to replacing Product that does not meet specification, without charge, at the place of Silvercote's original delivery or, in the alternative, a refund of the original purchase price. Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In those instances in which Silvercote determines that only a portion of the Product does not meet specification, Silvercote reserves the right to limit any replacement or refund to the portion of the Product that does not meet specification.

For purposes of this limited warranty, the term "specification" shall refer solely to the Product's ability to deliver or recover its specified R-value prior to installation with the thermal resistance of the Product measured at 75 degrees F mean temperature (with a temperature differential of 40 to 50 degrees F) determined in accordance with ASTM C 653. Only pre-installation R-value is covered by this warranty.

Who is Covered

This warranty is granted solely to the original purchaser.

How to make a claim

In the event you believe that Product fails to conform to this warranty, you must immediately notify Silvercote at 1-844-232-3701, promptly followed in writing at:

> Silvercote, LLC 25 Logue Ct. Greenville, SC 29615

Attention: Silvercote Claims Department

Such written notice must be made within five (5) days of the date the suspected non-conformity was first discovered or reasonably could have been discovered, and in any event prior to the Product having been installed. Written notice must include the basis for the assertion that the Product is non-conforming and a description of the alleged non-conformity. Silvercote may then promptly inspect the Product, or, at its option, require that a sample of the allegedly non-conforming Product be shipped to Silvercote for testing. If such examination or testing demonstrates that the resultant calculated R-value does not meet the labeled R-value, a second sample lot shall be tested and the results of the retest averaged with the results of the original test. Upon retest, failure to conform to this specification shall constitute grounds for rejection and Silvercote will honor its warranty obligations as set forth herein. 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.

Limitations

This warranty is void under any of the following conditions:

- The Product is stored or otherwise handled contrary to Silvercote's product literature or written instructions, including, without limitation, that the Product shall not be subjected to or stored to permit weather, temperature or other extremes or extreme compression. Outdoor storage requires that the Product be elevated and protected so water does not infiltrate the Product.
- 2. The Product is discarded, destroyed or altered before inspection by Silvercote.
- 3. The Product is deliberately damaged or damaged by abuse, vandalism or improper use.
- 4. The Product is installed for any reason.

Each purchaser of the Product is 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. Each purchaser 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.

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.