

# The Icynene Insulation System<sup>®</sup>

## LIFETIME LIMITED WARRANTY

Icynene Inc. ("Icynene"), subject to the conditions and limitations listed herein, warrants that The Icynene Insulation System<sup>®</sup> (the "Product"), when installed according to its installation instructions by an Icynene Licensed Dealer, will perform as indicated in the product specification sheet published at the time of the installation. This Lifetime Limited Warranty is in effect throughout the life of the building, provided the original purchaser registers with the Icynene Warranty Dept. within 30 days of occupancy. Icynene's sole responsibility under this Warranty shall be to repair or replace any defective Product at the cost of the material only. Icynene shall not be responsible for labour costs or any other costs whatsoever in connection with the removal or installation of either the original or replacement insulation.

Icynene shall have no liability under this Lifetime Limited Warranty for defects or failure caused by improper storage, or an installation not in strict adherence with its written instructions, or any damage due to fire, storms, other Acts of God, abuse, neglect, or accident, or defects, failure, or damage caused by materials adjacent to the Product, or damage caused by alteration after completion of the installation of the Product. Statements about the performance qualities of the Product by Licensed Dealers or contained in advertising literature do not constitute an express warranty.

**THE WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER ARISING UNDER STATUTE, OR IN TORT, OR BY IMPLICATION OF LAW OR OTHERWISE. ALL IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE LIMITED IN DURATION TO THE LENGTH OF THIS WARRANTY. ICYNENE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, ARISING FROM A BREACH OF ANY EXPRESS OR IMPLIED WARRANTY OR FOR THE COST OF REMOVING, INSTALLING, OR REINSTATING ANY REPAIR OF REPLACEMENT.**

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This Lifetime Limited Warranty gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

To obtain performances under this Lifetime Limited Warranty, the customer must notify Icynene in writing of the defect promptly following its discovery and must submit with this notice proof of the date of purchase and the date, location and description of the circumstances under which the defect occurred or was first noticed. Notice shall be given in writing to:

### WARRANTY DEPARTMENT

Icynene Inc.

6747 Campobello Road

Mississauga, Ontario

L5N 2L7

Canada



ICY-LLW-04

