

MANUFACTURER'S LIMITED WARRANTY

(Effective June 1, 2024)

rFOIL® MAX-NT Series Insulation Products

rFOIL® MAX NT Series - 10 Year Limited Warranty: Subject to the Disclaimers and Limitations, Covertech Flexible Packaging Inc.

("COVERTECH") warrants its rFOIL® MAX-NT Insulation products against defects in material and workmanship for up to 10 years from the date of original purchase due to degradation of the white-facing polymer covering caused by exposure to indirect Ultra-Violet (UV) light. COVERTECH's obligation is limited to providing new rFOIL® MAX-NT Insulation product to replace the defective material, PLUS up to \$0.75 per square foot to assist in any LABOR costs for the REPLACEMENT of the defective product. Written proof of purchase, purchase date, and possession of original product labels by the claimant is a condition precedent to any warranty coverage. This Limited Warranty does not include or cover, and specifically excludes, any costs, damages or expenses associated with the repair or replacement of the defective product, or damage to or loss of use of any product, building component, property or profit, except as noted above. Other limitations and exclusions apply as noted below.

DISCLAIMERS AND LIMITATIONS

This Limited Warranty is not an insurance policy. Check your local building /zoning codes, or consult a qualified local specialist, for proper product selection and compliance prior to installation. COVERTECH shall not be liable for any product failures caused in whole or in part by any of the following:

- If the product has not been installed, used or maintained in accordance with COVERTECH's written instructions.
- Natural disasters, including but not limited to floods, lightning, hail, earthquakes, hurricanes, excessive high winds, etc.
- Use of the product where it is exposed to the sunlight or the outdoors, including use in open-sided buildings, overhangs, lean-to structures or anywhere where the white-facing material may be exposed to direct Ultra Violet (UV) light.
- Use in any building or facility where exposure to or the potential release of chemicals, gasses, excessive temperatures, mechanical abrasion or other variables, including those not specifically listed herein, can adversely affect or degrade the product or its polymer facing.
- Structural movement, settlement, deflection, failure or movement of any supporting material or system.
- Ordinary wear and tear, or any acts of improper use, negligence, abuse, misuse or vandalism.
- Condensation or moisture through or around roofs, walls, equipment, building components or underlying materials.
- Traffic and/or storage of materials on the COVERTECH product.
- Lack of proper or adequate design, engineering or construction of the building or building system.

Products Covered Under this Limited Warranty:

1. rFOIL® MAX-NT Insulation products (2810 and 2910 series)

THIS LIMITED WARRANTY SHALL BE IN LIEU OF ANY AND ALL OTHER LIABILITIES OR WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING ANY LIABILITY OR WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITATION APPLIES EVEN IF THE REMEDIES OR THE ACTIONS PROVIDED FOR HEREIN FAIL OF THEIR INTENDED PURPOSE. UNDER NO CIRCUMSTANCE SHALL COVERTECH BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY NATURE, INCLUDING DAMAGE TO THE STRUCTURE OR ITS CONTENTS, OR LOSS OF TIME, OR PROFITS, OR ANY INCONVENIENCE. COVERTECH SHALL NOT BE LIABLE FOR ANY DAMAGES BASED UPON ALLEGED NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY. THERE ARE NO INTENDED THIRD PARTY BENEFICIARIES TO THIS WARRANTY.

HOW TO SUBMIT A CLAIM

Please send a material sample, written proof of purchase, product label (s) and to the address below.

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