

Lamit Industries, Inc.

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LIMITED WARRANTY

LAMIT INDUSTRIES, INC. WARRANTS TO BUYER THAT LAMIT INDUSTRIES, INC. PANELS WILL NOT DELAMINATE OR FAIL IN NORMAL USE AS THE RESULT OF A DEFECT IN MATERIALS OR WORKMANSHIP FOR THE LIFE OF THE STRUCTURE IN WHICH THEY ARE INSTALLED, IF SUCH INSTALLATION IS IN ACCORDANCE WITH THE MANUFACTURER'S INSTRUCTIONS AND PROCEDURES. ERECTION INSTRUCTIONS AND PROCEDURES ARE AVAILABLE FROM THE FACTORY OR FROM ANY AUTHORIZED DEALER. THIS WARRANTY SHALL NOT BE ASSIGNABLE BY BUYER.

IN THE EVENT OF FAILURE OR DELAMINATION OF LAMIT INDUSTRIES, INC. PANELS, THE BUYER MUST NOTIFY LAMIT INDUSTRIES, INC. IN WRITING AT THE ABOVE ADDRESS NO LATER THAN SIXTY (60) DAYS AFTER DISCOVERY OF THE DEFECT. ANY CLAIM FOR DAMAGE TO OR DEFICIENCIES IN THE PANELS SHALL BE DEEMED WAIVED IF NOT MADE IN WRITING BY BUYER WITHIN SUCH SIXTY (60) DAYS. UPON RECEIPT OF SUCH NOTIFICATION AND IF FACTORY INSPECTION CONFIRMS A FAILURE RESULTING FROM A DEFECT, LAMIT INDUSTRIES, INC. WILL PROVIDE, FREE OF CHARGE, NEW MATERIALS TO REPLACE THOSE WHICH PROVE TO BE DEFECTIVE. REPLACEMENT OF MATERIALS WILL BE SHIPPED PREPAID TO THE BUYER FROM THE FACTORY OR ITS AUTHORIZED DEALER OR BY ANY OTHER ARRANGEMENTS SATISFACTORY TO LAMIT INDUSTRIES, INC. WITHIN SIXTY (60) DAYS OF THE DATE LAMIT INDUSTRIES, INC. RECEIVED THE NOTICE OF THE DEFECT IF THE DEFECT IS CONFIRMED BY THE FACTORY INSPECTION, UNLESS CONDITIONS BEYOND THE CONTROL OF THE MANUFACTURER REQUIRE EXTENSION OF THE TIME FOR SHIPMENT. BUYER SHALL BE RESPONSIBLE FOR THE COST OF ALL LABOR INCURRED IN REPLACEMENT.

EXCLUSION OF CERTAIN WARRANTIES

THERE ARE NO OTHER WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF, AND THE WARRANTY DESCRIBED HEREIN SHALL BE IN LIEU OF ANY OTHER WARRANTY, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTY OF MERCHANT ABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM THE SELLER. NO PERSON IS AUTHORIZED TO ALTER THIS WARRANTY ORALLY. FAILURE OF BUYER TO USE PRODUCTS IN STRICT COMPLIANCE WITH THE SELLER'S WRITTEN DESIGN LIMITS, OR ANY ALTERATIONS OF PRODUCT BY BUYER WITHOUT THE PRIOR WRITTEN CONSENT OF SELLER, OR ANY EXPOSURE OF THE PRODUCTS TO ABUSE SHALL CONSTITUTE A BREACH BY BUYER OF THE TERMS HEREOF, AND SHALL RELIEVE SELLER FROM ANY OBLIGATIONS UNDER ANY WARRANTY.

LIMITATION OF REMEDIES

BUYER'S SOLE AND EXCLUSIVE REMEDY AGAINST SELLER SHALL BE FOR THE REPLACEMENT, WITHOUT CHARGE TO THE BUYER, OF LAMIT INDUSTRIES, INC. PANELS PURSUANT TO THIS WARRANTY. THE OBLIGATION OF THE SELLER TO REPLACE DEFECTIVE PRODUCTS SHALL NOT INCLUDE ANY OBLIGATION TO REMOVE, DISMANTLE OR INSTALL ANY SUCH PRODUCTS. BUYER AGREES THAT NO REMEDY, OTHER THAN AS SET FORTH IN THIS LIMITED WARRANTY, SHALL BE AVAILABLE TO BUYER INCLUDING, WITHOUT LIMITATION, INCIDENTAL OR CONSEQUENTIAL DAMAGES FOR LOST PROFITS, LOST SALES, INJURY TO PERSONS OR PROPERTY, OR ANY OTHER INCIDENTAL OR CONSEQUENTIAL LOSS OR CLAIM ARISING OUT OF THE USE OF LAMIT INDUSTRIES, INC. PANELS FOR ANY CAUSE AND REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING STRICT LIABILITY, NEGLIGENCE, BREACH OF CONTRACT OR WARRANTY. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPLACEMENT REMEDY FAILS TO REMEDY BUYER.

LAMIT INDUSTRIES, INC.
STRUCTURAL INSULATION PANELS
FOR THE BUILDING INDUSTRY