

## **20 YEAR LIMITED WARRANTY**

Foard Panel, Inc. (“Foard”) warrants to the original building owner (the “Buyer”) that, subject to the conditions of this Limited Warranty, Foard’s structural insulated panels (“SIPs”) shall be free from manufacturing defects that adversely affect the SIPs’ functionality for **20 years** from the date in which they are installed (the “Warranty Term”).

### **CONDITIONS**

1. Foard’s SIPs must be installed in accordance with our installation criteria or by a Foard installation crew. Under no circumstances shall Foard’s installation criteria be required to exceed the American Society of Heating, Refrigerating and Air-Conditioning Engineers (“ASHRAE”) Standard 62.2 regarding air flow and infiltration.
2. The structure in which the Foard SIPs are installed must meet air exchange standards set by ASHRAE that are in effect at the time of installation.
3. A Foard SIP shall not be considered “defective” for purposes of this Warranty as long as the SIP meets ASHRAE Standard 62.2 regarding air flow and infiltration.
4. This Limited Warranty is void if Foard SIPs are intermixed with any other panel manufacturer’s SIPs.
5. This Limited Warranty is effective only with respect to SIPs for which Foard has been paid in full.
6. This Limited Warranty covers only manufacturing defects and does not apply to SIPs subjected to damage due to mishandling, abnormal use, misuse, the improper application of other materials to its surfaces, physical damage due to fire, exposure to chemicals or unusual force or pressure.
7. This Limited Warranty does not cover the quality of installation of the SIPs or damage caused by the installer.

### **PROCEDURES**

To make a claim under this Limited Warranty the Buyer must provide the following information in writing prior to the expiration of the Warranty Term, to Warranty Claims, Foard Panel, Inc., P.O. Box 185, West Chesterfield, NH 03466:

1. The Buyer’s name, address and telephone number.
2. The location and date of installation of the Foard SIP(s).
3. A description of the problem or alleged defect.

Warranty claims must be received by Foard no later than thirty (30) days after the Buyer learns of the facts upon which the warranty claim is based, or such warranty claim shall be deemed waived. Time is of the essence in this Limited Warranty. After Foard’s receipt of the warranty claim, the Buyer shall permit Foard’s authorized agents sufficient time and opportunity to inspect the structure and the SIPs that are alleged to be defective.

## **LIMITATION OF REMEDIES**

Foard is a supplier and installer of SIPs and shall not be responsible for the action or inaction of a general contractor, structural engineer, architect or any other third party. Foard's sole and exclusive responsibility for breach of this Limited Warranty shall be the replacement, without charge to the Buyer, of the Foard SIPs found to be defective. The obligation of Foard to replace defective SIPs shall not include any obligation to remove or dismantle the defective SIPs or to install the replacement SIPs. Foard shall not be responsible, under any circumstances, for any labor or related demolition or construction costs and the Buyer bears sole responsibility for such costs. No remedy, other than as set forth in this Limited Warranty, shall be available to Buyer including, without limitation, for direct, indirect, special, incidental or consequential damages for lost profits, lost sales, business interruption, injury to persons or property, or any other incidental or consequential loss, whether or not resulting from the negligence of Foard, even if Foard has been advised of the possibility of such damages. This limitation of remedy applies to all claims and for any cause, regardless of the form of action, whether in contract or in tort, including strict liability, negligence, breach of contract or breach of warranty. Incidental and consequential damages shall not be recoverable even if the replacement remedy provided by this Limited Warranty fails to remedy Buyer.

## **NO OTHER WARRANTIES OR GUARANTEES**

THIS LIMITED WARRANTY IS EXPRESSLY IN LIEU OF ANY OTHER GUARANTEES OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND THIS LIMITED WARRANTY IS THE BUYER'S EXCLUSIVE WARRANTY FROM FOARD PANEL, INC.

## **JURISDICTION/ARBITRATION**

This Limited Warranty shall be governed exclusively by the laws of the state of New Hampshire, without giving effect to its conflict of laws principles. Any controversy or claim arising out of or relating to this Limited Warranty shall be settled by arbitration before a single arbitrator in Manchester, NH, in accordance with the rules, then obtaining, of the American Arbitration Association, and judgment upon any award rendered may be entered exclusively in the Cheshire County, New Hampshire Superior Court. The Buyer irrevocably consents to the jurisdiction and venue of the Cheshire County Superior Court for the exclusive enforcement of any arbitration award.

## **SEVERABILITY**

In the event any provision of this Limited Warranty shall to any extent be invalid or unenforceable, the remainder of this Limited Warranty or such provision shall not be affected and continue in full force and effect to the fullest extent permitted by New Hampshire law. In

the event the application of any provision of this Limited Warranty to any person(s) or event shall to any extent be invalid or unenforceable, then its application to such person(s) or events other than those to which it is held invalid or unenforceable shall not be affected thereby. Each term, covenant, and condition of this Limited Warranty shall be valid and enforced to the fullest extent permitted by New Hampshire law.

**ENTIRE AGREEMENT; NO ORAL MODIFICATION**

This Limited Warranty contains the entire understanding and agreement of the Buyer and Foard with regard to the subject matter hereof and there have been no promises, representations, agreements or undertakings, either oral or written, except as set forth herein. No representative, employee or agent of Foard, or any other person, has any authority to assume for Foard any additional or other liability or responsibility of Foard with respect to Foard SIPs. Any changes or modifications to this Limited Warranty must be in writing and signed by an authorized employee of Foard.

**NO ASSIGNMENT**

This Limited Warranty is not transferable and shall not be assigned by the Buyer.