



enertite[®]

OPEN-CELL SPRAY POLYURETHANE FOAM SYSTEM

**Limited Lifetime
Residential Insulation Warranty**

 **BASF**

We create chemistry

BASF Corporation
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LIMITED LIFETIME RESIDENTIAL INSULATION WARRANTY

ENERTITE® NM Spray Polyurethane Foam Insulation

BASF Corporation, subject to the conditions and limitations listed herein warrants to the original homeowner where the insulation was installed, that its BASF ENERTITE® NM Spray Polyurethane Components ("Product"), when properly installed according to our guidelines and product technical data sheet at time of installation is free from manufacturing and design defects in the material for the lifetime of the original owner. This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

WARRANTY TERM

1. Original Homeowner: Lifetime of original homeowner as long as he/she owns the property in which the Product was installed.
2. Subsequent Homeowner: Warranty coverage is transferable to the first subsequent owner, but extends only fifteen (15) years from date of original installation.
3. Non-Individual Entity: Such as a corporation, condominium, cooperative housing arrangement, unincorporated association, school, church, government or public entity, etc., the warranty period extends only fifteen (15) years from date of original installation.

WARRANTY CLAIM PROCEDURE

To make a warranty claim, the owner, installer or insulation supplier must:

1. Promptly notify BASF in writing of the claimed defect; and must
 - a. Submit: 1) Homeowner's name, address and telephone number; 2) Proof of purchase; 3) Name of installer; 4) Insulation card; 5) Date of installation; and 6) Proof of property ownership.
 - b. All warranty claim notifications must be sent to:

BASF Corporation
1703 Crosspoint Avenue
Houston, TX 77054
Attn: Warranty Dept.

WARRANTY CLAIM PROCEDURE

Upon receipt of notice of a warranty claim, BASF will, at its sole discretion:

- a. Inspect and validate the claimed defect;
- b. Either repair, replace, refinish or refund to you the value of the Product determined to be defective, but only up to the replacement cost of the defective Product; or
- c. Substitute products designated by BASF to be of comparable quality in the event the product originally installed has been discontinued or modified.

WARRANTY EXCLUSIONS

This Warranty specifically excludes:

- a. Any labor charges and any other expense incurred for the removal or installation of the original or replacement Product, with the exception of BASF's election to repair rather than replace the defective Product.
- b. Damage or failure of the Product, caused by, resulting from, or due to any failure, defect, or damage caused by occurrences beyond BASF's control, including but not limited to:
 - i. Damage caused by improper installation or results from improper use of the Product, including, but not limited to failure to follow BASF written installation instructions;
 - ii. Damage caused by improper repair of the Product or repair not authorized pursuant to this warranty;
 - iii. Defects, failure or damage caused by materials in proximity to the Product or damage caused by alteration of the originally installed Product, whether such alteration be by structural additions, changes, replacements or by equipment installation;
 - iv. Natural causes, including but not limited to lightning, earthquakes, hurricanes, tornadoes, fire or other natural acts of God or other extraordinary or unusual events;
 - v. External forces, including but not limited to fire, settlement, movement, deflection, warpage, distortion, faulty construction or design of the structure, misuse of the structure or other failure of the structure;
 - vi. Vandalism, penetration or damage caused by third parties or foreign objects or agents, including plant or animal life.
 - vii. Owner's negligence, misuse or abuse of the insulation.

LIMITATION OF REMEDIES

BASF MAKES NO FURTHER REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, BY FACT OR LAW. BASF MAKES NO WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR WARRANTY OF MERCHANTABILITY. BASF'S LIABILITY AND OWNER'S EXCLUSIVE REMEDY FOR ANY CAUSE OF ACTION ARISING OUT OF A BREACH OF THE WARRANTY IS EXPRESSLY LIMITED TO BASF'S OBLIGATION CONTAINED IN THIS WARRANTY AND ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, ORAL OR WRITTEN. BASF'S OBLIGATIONS, RESPONSIBILITIES, AND/OR LIABILITY SHALL BE LIMITED TO REPLACING THE DEFECTIVE PRODUCT AND IN NO EVENT SHALL BASF BE LIABLE FOR ANY CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE STRUCTURE, ITS CONTENTS OR ANY PERSONS OR PROPERTY, THAT OCCUR AS A RESULT OF THE BREACH.

THIS WARRANTY SHALL BE VOID IF YOU:

- a. Fail to make payment, when due, of the full contract price for the installation of the Product to BASF and/or its Distributors or applicators;
- b. Make any change in the use of the structure other than as a residence;
- c. Do not permit BASF or its authorized representative to conduct an inspection pursuant to the Warranty Procedure noted above;

Owner hereby acknowledges that the information in this document is complete and accurate and agrees to the following terms and conditions of this Limited Lifetime Warranty.

This Warranty shall be interpreted according to the laws of Delaware.

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