## **LIMITED WARRANTY**

The Polynum TM insulation products are manufactured by Polynum C.L.P Industries (the "Manufacturer") with state-of-the-art equipment in a manufacturing facility that is ISO 9001:2015 certified for quality management and control.

The Manufacturer warrants that the Polynum products will be free of defects in manufacture and material for a period of 7 years from the production date of the products ("Warranty Period"). This Warranty is given solely to the Manufacturer's distributor or reseller (the "Reseller"), or in countries in which Manufacturer has no Reseller, to the first direct purchaser of the Polynum products. The Reseller or direct purchaser may not assign this Warranty to any third party.

Subject to the terms and conditions set forth below, if a defect is discovered in the Polynum products, such as a tear in the material, or separation of the aluminum from the polyethylene material, during the Warranty Period, the Manufacturer will give a credit to the Reseller in an amount of the full purchase price of the defective product, with which the Reseller can order a replacement Polynum product from the Manufacturer.

## This Warranty is subject to the terms and conditions listed below:

- 1. The Reseller must send a sample of at least 0.5 m. from the damaged or defective Product to the Manufacturer for analysis and identification of the cause of the defect, within 1 week from noticing a failure, as well as the following information and documents: (a) production code, (b) date purchased, (c) date installed, (d) kind and condition of structure in which the Product was installed, (e) a copy of the receipt issued by the Manufacturer proving payment for the allegedly defective Product, as well as any other information reasonably requested by the Manufacturer.
- 2. The Manufacturer and its representative must be permitted to inspect the site in which the alleged defective Product was installed, if they so request.
- 3. If the inspection and/or analysis performed by the Manufacturer's lab reveal that the defect is in the manufacture or material of the Product, the above warranty remedies will apply and the Manufacturer will issue the Reseller with a credit in an amount of the full purchase price of the defective Product.
- 4. This Warranty does <u>not</u> cover any defects in the Products due to mechanical damage after leaving the Manufacturer's facility, or extreme weather conditions, or any Force Majeure event, such as fire, flooding, accident, lightening, war or hostilities, improper handling, storage or installation of the Product, improper







condition of the structure in which the Product was installed such as rust or sharp points, or intentional damage caused to the Product by a party other than the Manufacturer and/or its employees.

- 5. This Warranty is also subject to the attached Manufacturer's instructions of storage, installation and use of the Products having been complied with by the Reseller and/or the installer or end-customer of the Product.
- 6. The sole and exclusive remedy under this Warranty is as specified above in the 3rd Paragraph of this Warranty. In no event shall the Manufacturer be liable for any special, indirect or consequential damages, or additional costs.
- 7. This warranty is in lieu of all other warranties or conditions, express or implied, statutory, or otherwise, including but not limited to merchantability or fitness for any particular purpose. It is the sole responsibility of the end-user to verify the suitability of the specific type of Product for his/its application.
- 8. This Warranty only comes into effect after full payment has been received by the Manufacturer for the supplied Polynum product.
- 9. This Warranty is governed exclusively by the substantive laws of the country of residence of the Manufacturer and the competent courts in that country shall have exclusive jurisdiction for any disputes or claims arising out of this Warranty.

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Signature Date





