PRODUCT WARRANTY

IN SOFAST® INSULATING PANELS

InSoFast panels are warranted to be free from manufacturing defects arising from workmanship or defects in material which may cause the InSoFast panels to be unusable as an insulating material. This warranty is effective only if the InSoFast panels are installed in accordance with the Installation Manual, or any other installation instruction or guidelines published by InSoFast, LLC, and local building codes, and only if InSoFast, LLC has received written notice of defects within 30 days of the first discovery of a defect but in any event no later than within one year of the date of shipment by InSoFast, LLC.

EXCEPT AS EXPRESSLY SET FORTH ABOVE, INSOFAST, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. No person has any authority to bind InSoFast, LLC to any affirmation, representation, or warranty concerning InSoFast panels except as stated in this Manufacturer’s Warranty. InSoFast, LLC’s liability and the purchaser’s sole and exclusive remedy from alleged defects in the materials or manufacturing of the InSoFast panels shall be limited to the replacement of an equivalent amount of product or a refund of the invoice charged up to the manufacturer’s suggested retail price (as InSoFast, LLC may elect) if payment has been made.

In no event shall InSoFast, LLC be liable for any consequential or incidental damages, losses, costs, or expenses of any person of any kind (including without limitation, loss of profits or injury to credit, reputation, or goodwill) directly or indirectly resulting form any alleged breach of warranty contained in this Manufacturer’s Warranty.