

LIMITED 20 YEAR WARRANTY

Foam-Control EPS Geof foam Licensed Manufacturer:

Location:

Limited Warranty. The Foam-Control EPS Geof foam Licensed Manufacturer hereby warrants that for a period of twenty (20) years, commencing with the date of delivery (the "Warranty Period"), that the EPS Geof foam product will maintain 90% of its ASTM D6817 Compressive Resistance at 1%. If, during the Warranty Period, the EPS Geof foam is determined by sampling and testing (conducted as provided below) not to meet warranty value, the Foam-Control EPS Geof foam Licensed Manufacturer will either deliver to the owner ("Owner") of the project on which the EPS Geof foam was initially installed a quantity of equivalent Foam-Control EPS Geof foam product to replace the non-performing EPS Geof foam or, at the Foam-Control EPS Geof foam Licensed Manufacturer's sole discretion, refund to the Owner the original purchase price of the non-performing EPS Geof foam. The Foam-Control EPS Geof foam Licensed Manufacturer's maximum liability for any warranty claim shall not exceed the original purchase price of the EPS Geof foam.

THE WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE FOAM-CONTROL EPS GEOFOAM LICENSED MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. The Foam-Control EPS Geof foam Licensed Manufacturer's obligations under this Warranty will only take effect if the EPS Geof foam was installed in strict accordance with all applicable Foam-Control EPS Geof foam specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the EPS Geof foam have been paid in full. This Warranty shall be void if, in the Foam-Control EPS Geof foam Licensed Manufacturer's sole judgment, the EPS Geof foam's performance has been impaired by either damage or alterations to the EPS Geof foam without obtaining prior written approval from the Foam-Control EPS Geof foam Licensed Manufacturer.

Exclusions. The Foam-Control EPS Geof foam Licensed Manufacturer does not warrant the compatibility of any other product (including but not limited to any membranes or coatings) with the EPS Geof foam, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental costs and any other harm to persons or property.

Sampling and Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by the Foam-Control EPS Geof foam Licensed Manufacturer, and samples of the EPS Geof foam shall only be taken in the presence of an authorized Foam-Control EPS Geof foam Licensed Manufacturer representative. Testing of EPS Geof foam samples shall be in accordance with ASTM D6817, or the then closest Foam-Control EPS Geof foam Licensed Manufacturer's approved effective equivalent thereof. EPS Geof foam samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of EPS Geof foam covering removal and replacement) shall be at the Owner's sole expense.

Foam-Control EPS Geof foam

