



**HALO®**

## HALO™ INSULATION PRODUCTS

### 15 Year Limited Warranty (Canada and United States)

The Manufacturer gives the following Limited Warranty to the first owner of a structure (the "**Owner**") in which the following Halo insulation products (the "**Product**" or "**Products**") have been installed:

\* Halo Interra™

\* Halo Exterra™

\* Halo Subterra™

#### EXTENT OF LIMITED WARRANTY:

Subject to the terms and conditions contained in this Limited Warranty, the Manufacturer warrants that if the representative thermal insulation value of the graphite polystyrene bead in the Products varies from its published R-value, the Manufacturer will, when a claim under this Limited Warranty is made within fifteen (15) years from the date of manufacture printed on the Product, refund the original purchase price to the Owner. For the purposes of this Limited Warranty, the original purchase price of the Product shall be exclusive of taxes and all other costs, including builder mark ups, labour costs and costs to remove the original Product and replace it with new product.

#### TERMS AND CONDITIONS:

**PROOF OF PURCHASE.** The Owner agrees to retain documentary proof of purchase that is satisfactory to the Manufacturer and to submit such documentation to the Manufacturer in the event of a claim under this Limited Warranty.

**HANDLING AND INSTALLATIONS.** The Products must be handled and installed according to the instructions outlined in the applicable Product installation guide. This Limited Warranty shall only apply if the Product is installed in strict accordance with all Halo specifications, recommendations, and guidelines which were in effect at the time of such installation. The Manufacturer will not be liable under this Limited Warranty if the Product is damaged due to the failure of any other building component. This Limited Warranty is effective only if the Product is used for the particular purposes recommended in the Halo Product literature. This Limited Warranty shall be void if, in the Manufacturer's judgment, the Product's performance has been compromised by abuse, misuse, damage, neglect or by alteration to the Product without prior written consent of the Manufacturer.

**NOTICE AND INSULATION TESTING.** In order to make a claim under this Limited Warranty, the Owner shall provide written notice to the Manufacturer within sixty (60) days after any decline in the R-Value of the Product becomes apparent. The Owner shall take samples of the Product in accordance with the Manufacturer's sampling procedures and shall test the installed Product to determine the actual R-Value of the Product. Testing of the Product samples shall be in accordance with ASTM Test Method C 518 or such other test method as is then in effect. All sampling related costs (including, but not limited to costs of insulation, its removal and repair costs) shall be at the Owner's expense, without recourse to the Manufacturer. Procurement of Product samples must be witnessed by a representative of the Manufacturer. All testing of the

Product samples will be conducted at a SCC or IAS accredited independent testing laboratory, approved by the Manufacturer. Results of the testing will be final and binding on all parties concerned.

**REPLACEMENT PRODUCT.** Where new Product is purchased as replacement for original Product during the Limited Warranty period, the new Limited Warranty shall apply to the new Product but only for the unexpired portion of the Limited Warranty period relating to the original Product.

**SOLE WARRANTY.** THIS LIMITED WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS 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 MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS LIMITED WARRANTY. This Limited Warranty contains all of the provisions of the Owner's remedies from the Manufacturer. The Manufacturer's liability is limited to the provisions of this Limited Warranty, whether any claim against the Manufacturer is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. No agent, salesperson, employee, or representative of the Manufacturer is authorized to give any representation or warranty regarding the Product beyond that given in the Halo Product literature, or to assume any further obligation on behalf of the Manufacturer, either orally or in writing.

**LIMITATION OF LIABILITY.** Any obligations under this Limited Warranty are applicable to Products manufactured by the Manufacturer on or after November 1, 2021. THE TOTAL MANUFACTURER OBLIGATION TO THE OWNER FOR THE DURATION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE FOR THE ELIGIBLE PRODUCTS. IN NO INSTANCE SHALL THE MANUFACTURER BE RESPONSIBLE FOR OTHER DIRECT DAMAGES, OR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OF ANY NATURE OR KIND, ARISING FROM THE USE OF THE PRODUCT, EVEN IF THE MANUFACTURER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. IN NO EVENT SHALL THE MANUFACTURER BE LIABLE FOR DIRECT, SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, OF ANY NATURE OR KIND, TO THE STRUCTURE OR BUILDING UPON WHICH THE PRODUCT IS INSTALLED OR TO ITS CONTENTS, OR OCCUPANTS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING THIS LIMITED WARRANTY DOES NOT COVER ANY R-VALUE LOSS OR DAMAGE TO THE PRODUCTS DIRECTLY OR INDIRECTLY, OR WHOLLY OR PARTIALLY ATTRIBUTABLE TO COMPRESSION, EXCESSIVE ABUSE DURING HANDLING OR INSTALLATION, DIRECT EXPOSURE TO NATURAL ELEMENTS (SUCH AS, BUT NOT LIMITED TO, WATER, MOISTURE AND ULTRA-VIOLET RAYS) OR LIGHTNING, FIRE, HURRICANE, TORNADO OR OTHER ACT OF GOD.

**ASSIGNABILITY.** The Owner shall not assign this Limited Warranty to any party, except with the written consent of the Manufacturer. To the maximum extent permitted under applicable law, and at its sole discretion, the Manufacturer may assign its obligations hereunder to a third party.

**SEVERABILITY AND AMENDMENTS.** If any term hereunder is held to be illegal or unenforceable, it shall be severed from this Limited Warranty and the legality and enforceability of the remaining terms shall not be affected. The Manufacturer reserves the right, from time to time, to amend or discontinue this Limited Warranty, provided that such action shall not result in

a reduction of rights that have accrued under this Limited Warranty or, where applicable, under any prior version of the Limited Warranty, before the date of such amendment or discontinuance.

**COMPLETE AGREEMENT.** To the extent permitted by law of the applicable jurisdiction, this Limited Warranty includes the complete and exclusive agreement between the Owner and the Manufacturer, and supersedes any and all prior, oral or written, agreements or representations, made by or between them. This Limited Warranty shall be binding only on the Manufacturer and its permitted assigns, and shall not be binding on any other manufacturer, including, without limitation, the Manufacturer's parent, subsidiary, sister or affiliated companies.