



# QuadCore™ Technology

## 30-Year Limited Thermal Warranty

### Limited Warranty - Thermal

Kingspan Insulated Panels Inc. warrants to the initial owner ('Owner') of a building on which Kingspan insulated panels featuring QuadCore Technology ('Product') is installed that the actual thermal resistance ('R-value') of the foam incorporated in the Product will not vary by more than ten percent (10%) from the R-value average published as a specification of the Product on its sales date ('Underperforming Foam') for a period of thirty (30) years from the date of sale by Kingspan Insulated Panels Inc. (the 'Warranty Period').

This Limited Thermal Warranty shall be in effect only if the Product is installed in strict accordance with installation instructions provided by Kingspan Insulated Panels Inc. and accepted industry standards. If the foam incorporated in the Product fails to meet this Limited Thermal Warranty during the Warranty Period, Kingspan Insulated Panels Inc. shall, at its sole discretion (i) provide replacements for any panels that incorporate Underperforming Foam, (ii) repair the panels that incorporate Underperforming Foam (subject always to such repair obligation being limited solely to the cost of materials and labor), or (iii) pay to the Owner an amount equal to the price originally paid by Kingspan Insulated Panels Inc.'s customers for the panel that incorporate Underperforming Foam. In no event shall the warranty cost exceed the original cost of such material supplied by Kingspan. Kingspan shall not be liable for claims resulting from improper or incorrect installation or use of, or modification to, Kingspan's panels. Kingspan Insulated Panels Inc. shall have no obligation under this limited warranty until any and all Kingspan Insulated Panels Inc. invoices for the Products supplied are paid in full to Kingspan Insulated Panels Inc. The warranty period for replaced material shall be the remainder of the original warranty period. The sole and exclusive remedy for breach of warranty is the remedy of replacement or refund provided herein.

This Limited Thermal Warranty is available for specified Product purchased on or after June 1, 2018. Kingspan Insulated Panels Inc. assumes no liability under this Limited Thermal Warranty for damages caused by someone or something other than thermal value of the Product. This Limited Thermal Warranty shall be void if the Product's performance has been impaired by abuse, mishandling of the Product or by improper installation. Kingspan Insulated Panels Inc. does not warrant the compatibility of Product with any product manufactured by any third party, including but not limited to any membrane or coating. This Limited Thermal Warranty is the user's sole and exclusive remedy for any claim based on failure of the Product to maintain its thermal value whether such claim would arise under tort, contract or statutory law.

Kingspan Insulated Panels Inc. expressly disclaims any and all liability for any incidental, special, consequential, or similar damages in connection with the Product or its use, whether or not foreseeable and whether or not Kingspan Insulated Panels Inc. has been advised of the possibility of such damages including, but not limited to, incremental heating, cooling or similar costs and any other harm to persons or property.

In order to substantiate any claim under this Limited Thermal Warranty, the Product must be sampled and tested in accordance with sampling procedures prescribed by Kingspan Insulated Panels Inc., and samples of the Product shall only be taken in the presence of an authorized Kingspan Insulated Panels Inc. representative.

Testing of Product samples shall be in accordance with ASTM Test Method C518, or the closest Kingspan Insulated Panels Inc.-approved effective testing method that is the equivalent of ASTM. Product samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs including, but not limited to costs of Product covering removal and replacement, shall be at Owner's sole expense.

Any claims under this Limited Thermal Warranty must be made in writing to Kingspan Insulated Panels Inc. at the address above within 90 days of discovery of the issue giving rise to the claim. To be valid, all claims must identify the building address, the warranty claimant and the nature of the claim. If Kingspan Insulated Panels Inc. determines that an investigation of the claim is necessary, the claimant must allow access to a Kingspan Insulated Panels Inc. representative to view the property specified in the claim, including the taking of photographs and samples as required.

THE LIMITED WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY PROVIDED BY KINGSPAN INSULATED PANELS INC. AND IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF QUALITY, ALL OF WHICH ARE HEREBY DISCLAIMED. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE ARE HEREBY WAIVED. WITH THE EXCEPTION OF KINGSPAN'S STANDARD LIMITED PANEL WARRANTY DATED 11/16 (IF MADE PART OF THE TERMS OF SALE OF THE PRODUCT), KINGSPAN INSULATED PANELS INC. MAKES NO OTHER WARRANTIES REGARDING THE QUALITIES OF ITS PRODUCTS OR THE MATERIALS INCORPORATED THEREIN.

Oral statements made by Kingspan Insulated Panels Inc.'s representatives and written descriptions of the products appearing elsewhere than in this limited warranty are not warranties and shall not be relied upon. This writing constitutes the final, complete and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this limited warranty, and shall be signed by an authorized representative of Kingspan Insulated Panels Inc.

This limited warranty shall be construed and the obligations of Kingspan Insulated Panels Inc. shall be interpreted in accordance with the laws of the State of Florida without regard to the conflicts of laws thereof. Any controversy or dispute arising out of or related to this limited warranty shall be addressed and settled in accordance with the process set forth in Kingspan Insulated Panels Inc.'s Terms and Conditions of Sale (U.S.) provided to Kingspan Insulated Panels Inc.'s customer (the "Sales Terms"). This Limited Warranty is issued pursuant to, and in connection with, the Sales Terms, and, except to the extent, if any, that this Limited Warranty directly conflicts with the Sales Terms, this Limited Warranty is subject to all applicable provisions of the Sales Terms. In the case of a direct conflict, the provisions of this Limited Warranty shall control with respect to such limited warranty only.