

20 Year Limited Warranty



OWNER _____

PROJECT _____

LOCATION _____

LIMITED WARRANTY

Shelter Enterprises Inc. hereby warrants that for a period of 20 years, commencing with the date of purchase printed on the invoice (the "Warranty Period"), that the EPS Geofoam product will maintain its specified properties under ASTM D6817 for that type of EPS Geofoam purchased with insect repelling borate preservatives. If, during the Warranty Period, the EPS Geofoam is determined by sampling and testing (conducted as provided below) not to meet warranty value, Shelter Enterprises Inc. will either deliver to the owner ("Owner") of the project on which the EPS Geofoam was initially installed a quantity of equivalent Shelter Enterprises Inc. EPS Geofoam product to replace the non-performing EPS Geofoam or, at Shelter Enterprises Inc. sole discretion, refund to the Owner the original purchase price of the non-performing EPS Geofoam. The Shelter Enterprises Inc. EPS Geofoam maximum liability for any warranty claim shall not exceed the original purchase price of the EPS Geofoam.

Conditions

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

Exclusions

Shelter Enterprises Inc. does not warrant the compatibility of any other products (including but not limited to any membranes or coatings) with the EPS Geofoam, 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 / Testing

All sampling shall be conducted in accordance with ASTM D6817 standards and samples of the EPS Geofoam shall only be taken in the presence of an authorized Shelter Enterprises Inc. representative. Testing of EPS Geofoam samples shall be in accordance with ASTM D6817, or the then closest Shelter Enterprises Inc. approved effective equivalent thereof. EPS Geofoam shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of EPS Geofoam covering removal and replacement) shall be at the owner's sole expense.

Claim Requirements

All claims must be initiated within 30 calendar days after owner learns, or reasonably should have learned, of the factual basis for the claim, or the claim is waived. All claims must be initiated by emailing:

info@shelter-ent.com

EXCLUSIONS OF ALL OTHER WARRANTIES/LIMITATIONS

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 Shelter Enterprises Inc. and the Owner. There are no warranties and/or guarantees which extend beyond the terms and provisions set forth in this warranty.