

SolarGuard® Limited Warranty

What is Warranted and for How Long

Silvercote, LLC ("Silvercote"), subject to the terms and conditions below, warrants all SolarGuard Reflective Insulation ("Product") sold after the publication date of this document is free from manufacturing defects of any materiality when subject to normal and proper use and is manufactured in all material respects to Silvercote's product specifications for a period of five (5) years from the date of original proper installation. Liability under this warranty is limited, at Silvercote's exclusive option, to Silvercote replacing defective Product without charge or, in the alternative, a refund of 100% of Silvercote's original selling price for such defective Product. In those instances in which Silvercote determines that only a portion of the Product manifests a defect, Silvercote reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product and will extend for the balance of the warranty period remaining at the time of replacement. Any Product considered to be defective should not be installed.

Who is Covered

This warranty is granted solely to the original consumer purchaser or owner. It may not be transferred; provided that if you purchase a new residence or commercial building and are the first person to occupy the building, Silvercote will consider you to be the original purchaser if the Products were installed as part of the construction of that structure.

How to make a claim

In the event you believe that any Product fails to conform to this warranty, you must notify Silvercote in writing at:

Silvercote, LLC
979 Batesville Rd. Suite B, Greer, SC 29651
Attention: SolarGuard Claims Department

Such notice must be made within thirty (30) days of the date the claimed defect was first discovered or reasonably could have been discovered. Written notice must include a description of the alleged defect, a picture of the defective

Product, as well as proof of the date of purchase. Silvercote may also require proof of property ownership. Silvercote may then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to Silvercote. If Silvercote's review of the claim does disclose a defect covered by this warranty, Silvercote will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Silvercote reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location, and the owner must provide Silvercote with reasonable access for such inspection, or Silvercote's obligations under this limited warranty shall terminate. Silvercote will not be liable for any actions or expenditures incurred prior to written acknowledgement of Silvercote's responsibility under this warranty.

Limitations

The SolarGuard White Reflective Insulation with Lamtec WMP-VR facing contains UV stabilizers to improve its performance when exposed to UV light. However, Silvercote does not recommend or warrant any Product for failure due to deterioration from exposure of the film to excessive amounts of UV light (including the use of indirect lighting), heat or exposure to chemicals which can cause rapid deterioration of the film resulting in flaking, brittleness and loss of strength.

This warranty is not a performance guaranty. Silvercote disclaims any performance guarantees except to the extent specifically covered by the Product specifications.

This warranty is void and does not apply to damage arising under any of the following conditions:

1. Improper installation, improper construction practices or design not in accordance with the applicable building code or any change from construction plans or specifications properly approved for the structure. Installation instructions and the Product specifications are available at silvercote.com.
2. The negligence, gross negligence or willful or intentional misconduct of any third party.
3. The Product is discarded, destroyed or altered before inspection by Silvercote.
4. Product is damaged or a defect is caused by modifications not executed by Silvercote, impact from foreign objects, hail, lightning, hurricane, tornado, earthquake, flood or other acts of God, or by fire, explosion or other casualty.

5. The Product fails, is rendered defective, or is damaged as a result of materials installed or stored near the Product.
6. Exposure to harmful materials or chemicals directly applied to the Product or present in the atmosphere.
7. Defects in the structure or component of the structure in which the Product is installed, including, but not limited to, movement or settling of walls or foundation of the building.
8. The Product is deliberately damaged or damaged by abuse, vandalism or improper use.
9. Any other cause not involving manufacturing defects in the Product.

Purchasers of the Product are solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Purchasers should consult local building and safety codes for specific requirements.

Silvercote reserves the right to discontinue or modify any of its Products without notice to the purchaser and shall not be liable as a result of discontinuance or modification. If Silvercote replaces any Product under this warranty, it may substitute Product designated by Silvercote to be of comparable quality in the event the Product initially installed has been discontinued or modified.

SILVERCOTE'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS LIMITED WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH

RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. ANY WARRANTIES IMPLIED BY LAW ARE LIMITED TO THE DURATION OF THIS LIMITED WARRANTY. IN NO EVENT SHALL SILVERCOTE BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON, EVEN IF SUCH DAMAGES ARE FORESEEABLE AND EVEN IF SILVERCOTE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

No variation or change from this warranty will be binding upon Silvercote unless made in writing and signed by an officer of Silvercote.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state. Some states do not allow limitations on implied warranties, limitations on how long an implied warranty lasts, limitations on transferability, and/or the limitation or exclusion of incidental and consequential damages, so the above limitations may not apply to you. In such states, Silvercote's liability shall be limited to the maximum extent permitted by applicable law.

This warranty shall only be applicable and enforceable in the United States of America and Canada.