



LIMITED LIFETIME WARRANTY

Demilec (Manufacturer) warrants Agribalance® (Product) when installed by certified contractors using factory trained applicators and applied in accordance to the product specification, will perform as stated in the Product Technical Data Sheet. This warranty is in effect throughout the life of the building provided the original purchaser registers with the Warranty Department of the Manufacturer within thirty days of occupancy. Manufacturer's sole responsibility under this Limited Lifetime Warranty shall be to repair or replace any defective Product at the cost of the material only. Manufacturer shall not be responsible for labor cost or any other costs whatsoever related to, or in connection with, the removal or installation of either the original or replacement product.

Manufacturer shall not be held liable under this Warranty for defects or failure caused by improper installation of Product (not in strict adherence with the Manufacturer's written instructions) or damage due to fire, storms, floods, acts of God, abuse, neglect, or defects, failure or damage caused by materials adjacent to the Product, or damage caused by alteration after completion of the installation of the Product. Statements made by contractors and installers about the performance qualities of the Product or contained in advertising literature do not constitute an expressed warranty.

This Limited Lifetime Warranty gives the building owner specific legal rights, and the building owner may also have other rights, which can vary from state to state. Building owners making claims under this Limited Lifetime Warranty must notify Demilec in writing of the defect promptly following its discovery and must submit with this notice proof of the date of purchase, contractor who applied the Product and the date, location and description of the circumstances under which the defect occurred or was first noticed. Notice shall be given in writing to the address below.

THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER AT LAW OR IN EQUITY, OR WHETHER ARISING OR EXISTING UNDER STATUTE. MANUFACTURER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MANUFACTURER FOR SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THE PRODUCT OR ITS USE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THE EXPRESS WARRANTY OR FOR THE COST OF REMOVING, INSTALLING, OR REINSTATING ANY REPAIR OR REPLACEMENT.

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