

eShield Technologies

Limited Lifetime Warranty for eShield Eco Insulation

LIMITED LIFETIME WARRANTY

eShield Technologies warrants to the original purchaser of eShield Fiberglass Loose Fill Insulation as provided herein. eShield Technologies, subject to all limitations and conditions listed warrants that eShield Loose Fill Insulation shall be free from any defect in material or manufacturing that would adversely affect its R-value for the life of the structure from the date of installation when such Loose Fill shall have been properly installed and when subject to normal and proper use. The coverage of this Limited Lifetime Warranty will automatically cease upon the sale of the residential property where the Fiberglass Loose Fill has been installed.

REMEDY

This warranty gives you specific legal rights and remedies. You may also have other rights that vary from state to state. Purchaser's exclusive remedy and the limit of seller's liability for breach of the limited warranty set forth above, whether any such breach is based on negligence, breach of contract or warranty, strict liability, or any other theory, shall be, at seller's option, the repair, replacement with a like quantity of non-defective product or refund of the purchase price, plus reasonable shipping charges incurred by Seller for approved returns. Seller shall not be liable for any consequential or special damages based on negligence, breach of contract or warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement and limited warranty. Additionally, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for seller's breach of its limited warranty fails of its essential purpose or for any other reason.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not fully apply to you. In such states, Seller's liability shall be limited to the maximum extent permitted by applicable law. The consideration for the limitation of eShield's liability as stated herein is the original purchase price Purchaser paid for the eShield Loose Fill Eco Insulation.

WHAT IS NOT COVERED

This warranty does not apply to and eShield Technologies shall not be liable for any cause not expressly covered herein. This warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include failures or defects in the Eco Insulation caused by:

- causes beyond normal and proper use including, but not limited to: acts of God, war or terrorism, fire, flood, wind or other weather damage, or exposure to chemicals or the environment; or
- failure to install the Eco Insulation strictly in accordance with eShield's Technologies installation instructions for Eco Insulation; or
- non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the Eco Insulation or any other cause that disturbs or disrupts the Eco Insulation as installed.

HOW TO MAKE A CLAIM

To require eShield Technologies to perform any obligation under this warranty, you must, within ten (10) days of discovery of the alleged defect to which the claim relates, and at your own expense, send written notification of such defect, by certified mail, to the nearest eShield Sales Office or eShield Technologies Headquarters. This notice must include a general description of the alleged defect. Failure to notify eShield in this manner shall be deemed a waiver of any claim for any purported defect. Within (30) days after written notice of the alleged defect has been received by eShield, an eShield representative will investigate the claim. You must allow an eShield representative to reasonably investigate the alleged defect and provide that representative adequate samples of the eShield Loose Fill Eco Insulation from the structure to which it is affixed for testing by eShield as part of the claim investigation.

Upon being permitted such opportunity to investigate, eShield will then promptly perform any obligation imposed by this limited warranty as a result of such investigation.

eShield Technologies will not be liable for any actions or expenditures Purchaser may incur prior to written acknowledgement from eShield that it assumes responsibility for the alleged defect.

For further information, please contact:

eShield Technologies 4768 S. Atlanta Road Smyrna, GA 30080 1-866-642-2030

Effective Date: January 1, 2011.

