



## Life Time Limited Warranty

### What is Warranted and for How Long

International Insulation Products, subject to the terms and conditions below, warrants all Solar Eclipse Multi Layer Thermal Reflective Insulation sold after the publication date of the document is free from manufacturing defects of any materiality when subject to normal and proper use and is manufactured in all material respects to International Insulation Products product specifications for a lifetime warranty for the original home owner. Liability under this warranty is limited, at International Insulation Products exclusive option, to International Insulation Products replacing defective Product without charge or, in the alternative, a refund of 100% of International Insulation Products' original selling price for such defective Product. In those instances in which International Insulation Products determines that only a portion of the Product manifests a defect, International Insulation Products 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. Any Product considered to be defective should not be installed.

### Who is Covered

The warranty is granted solely to the original consumer purchaser or owner. It may not be transferred; provided that you purchase a new residence or commercial building and are the first person to occupy the building, International Insulation Products 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 warrant, you must notify International Insulation Products in writing at 4938 South Atlanta Road, Suite 600, Smyrna, Georgia 30080. Attention: International Insulation Products Attic Energy Barrier. 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. International Insulation Products may then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to International Insulation Products. If such examination does disclose a defect covered by this warranty, International Insulation Products will perform its obligations under this warranty to the extent of the product that actually manifests defects. International Insulation Products reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location. International Insulation Products will not be liable for any actions or expenditures incur prior to written acknowledgement of International Insulation Products responsibility under this warranty.

### Limitations

The commercial Solar Eclipse Attic Energy Barrier (Solar Eclipse Commercial) facing contains UV stabilizers to improve its performance when exposed to UV light. However, International Insulation Products 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. International Insulation Products disclaims any performance guarantees except to the extent specifically covered by the Product specification.

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 from the structure. Installation in instruction and the Product specifications are available from International Insulation Products.

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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 International Insulation Products.
  4. Product is damaged or a defect is caused by modifications not executed by International Insulation Products, 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.

International Insulation Products reserves the right to discontinue or modify any of its Products without notice to the purchaser or shall not be liable as a result of

discontinuance or modification. If International Insulation Products replaces any Product under this warranty, it may substitute Product designated by International Insulation Products to be of comparable quality in the event the Product initially installed has been discontinued or modified.

INTERNATIONAL INSULATION PRODUCTS' LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS 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. IN NO EVENT SHALL INTERNATIONAL INSULATION PRODUCTS BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

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

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.



4938 South Atlanta Road, Suite 600  
Smyrna, GA 30080

# International Insulation Products

## Limited Lifetime Warranty for Solar Eclipse Eco Insulation

### LIMITED LIFETIME WARRANTY

International Insulation Products warrants to the original purchaser of Solar Eclipse Fiberglass Loose Fill Insulation as provided herein. International Insulation Products, subject to all limitations and conditions listed warrants that Solar Eclipse 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 Solar Eclipse's liability as stated herein is the original purchase price Purchaser paid for the Solar Eclipse Loose Fill Eco Insulation.

### WHAT IS NOT COVERED

This warranty does not apply to and International Insulation Products 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 International Insulation Products' 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 International Insulation Products 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 International Insulation Products Sales Office or International Insulation Products Headquarters. This notice must include a general description of the alleged defect. Failure to notify International Insulation Products 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 International Insulation Products, an International Insulation Products representative will investigate the claim. You must allow an International Insulation Products representative to reasonably investigate the alleged defect and provide that representative adequate samples of the Solar Eclipse Loose Fill Eco Insulation from the structure to which it is affixed for testing by International Insulation Products as part of the claim investigation.

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

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

### For further information, please contact:

International Insulation Products 4768 S. Atlanta Road Smyrna, GA 30080 1-866-642-2030

**Effective Date: January 1, 2011.**

