

## LIMITED WARRANTY

Huntsman IFS Polyurethanes Limited (Seller) warrants that Huntsman Building Solutions ("HBS") Products (i.e. spray foam insulation products offered under and labeled with the Demilec, Icynene, Lapolla or Huntsman Business Solutions trade names), when installed by HBS certified contractors using factory trained applicators and applied in accordance with the product specifications, within the limits of its intended use and in accordance with all applicable regulations and building regulations will perform as stated in the Product Technical Data Sheet (as provided to the purchaser on date of purchase with the Product).

Subject to the limitations set forth herein, this Limited Warranty is limited to and gives the owner of the premises in or onto which the Product has been used ("Premises Owner") the specific legal rights set forth herein.

This warranty is in effect for a period of twenty-five (25) years provided that Seller's original purchaser (i.e. an IFS certified contractor) registers with Huntsman Business Solutions' Warranty Department in accordance with the applicable registration requirements within ninety (90) days of the date of purchase of the relevant Product or within ninety (90) days of the relevant Product's application, whichever is shorter.

Seller's sole responsibility under this Limited Warranty shall be to repair or replace any defective Product at the cost of the invoiced Product only. Seller shall not be responsible for labor costs, or any other costs whatsoever related to, or in connection with, the removal or installation of either the original or replacement product. For the avoidance of doubt, the Seller's liability shall not exceed the cost of the Product invoiced to the original purchaser of the Product.

Seller shall not be held liable under this Limited Warranty for defects or failure caused by improper installation of Product (not in strict adherence with Seller'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/or installers about the performance qualities of the Product and/or contained in advertising literature do not constitute an expressed warranty.

Premises Owners making claims under this Limited Warranty must notify HBS in writing of the defect promptly following its discovery and must submit with this notice proof of the date of purchase, details on the 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 within 7 days of discovery of the defect.

This limited warranty is made in lieu of all other warranties, whether at law or in equity, or whether arising or existing under statute. Seller 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 seller be liable for special, incidental, punitive, or consequential damages, arising from or in connection with the product or its use. Seller 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.

Huntsman Business Solutions Warranty and Claims Department

29 Station Road, Roydon

King's Lynn, Norfolk

PE32 1AW, United Kingdom

Email: [warranty@huntsmanbuildingsolutions.co.uk](mailto:warranty@huntsmanbuildingsolutions.co.uk)

Website: [www.huntsmanbuildingsolutions.co.uk](http://www.huntsmanbuildingsolutions.co.uk)

Any failure to meet the time periods contained in this Limited Warranty shall invalidate this Limited Warranty.

The laws of England and Wales, without regard to any conflicts of law provisions, shall govern the construction and enforcement of this Limited Warranty. The courts competent for the city of King's Lynn, Norfolk, United Kingdom shall have exclusive jurisdiction to decide any and all disputes arising out of or in connection with this Limited Warranty.

Nothing in this Limited Warranty shall confer or is intended to confer any rights on any third party pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any provision in this Limited Warranty.