# LIMITED LIFETIME WARRANTY

1. Limited Warranty Coverage. This warranty applies to the original purchaser of CleanFiber Inc. ("CleanFiber") cellulose insulation (the "Product") and to any owner of a building in which the Product is originally installed. CleanFiber warrants that:

    a. The Product shall be new and free from manufacturing defects and shall not deteriorate under normal and proper use;

    b. The Product shall meet or exceed the requirements of all applicable laws including, without limitation, the requirements of Amended CPSC Standard (16 CFR Part 1209), and ASTM C739;

    c. The Product, for the Warranty Period (described below), shall conform to the technical and functional specifications relating to the Product and will be free of defects in design, materials, and workmanship and the Warranty Period shall extend for the lifetime of the structure in which it is installed. Note that (as described below in Section 3) certain consumer product warranties are limited to twenty-five (25) years from installation or such shorter period as permitted or required under applicable state law.

2. Exclusions From Warranty Coverage. This limited warranty provides a remedy only for non-conformities reported in accordance with paragraph 6 below. This warranty does not provide a remedy for non-conformities caused by:

    a. The Product not being installed in compliance with all acceptable building codes and in accordance with instructions provided by CleanFiber;

    b. Defects in the workmanship with respect to the installation of the Product;

    c. Misuse, neglect, or failure to preserve the Product or area in which it is applied;

    d. The impact of foreign objects or acts of God such as fire, hurricane, tornado, flood, or other violent storm or casualty;

    e. Defects in failure of, or damage to, the wall or ceiling against which the insulation is resting, caused by the movement, distortion, cracking, or settling of such wall or ceiling or the foundation of the building in which the Product is installed;

    f. Defects to or failure of the insulation space arising from water or humidity intrusion caused by improper installation, workmanship, maintenance or repair to plumbing, structural, barrier, electrical, heating, ventilation, cooling, or other building systems.

**3.** Exclusion of Implied Warranties. **EXCEPT FOR THE LIMITED EXPRESS WARRANTIES DESCRIBED HEREIN, (a) NEITHER CLEANFIBER NOR ANY PERSON ON CLEANFIBER'S BEHALF HAS MADE OR MAKES ANY EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER,**

**INCLUDING ANY WARRANTIES OF: (i) MERCHANTABILITY, (ii) FITNESS FOR A PARTICULAR PURPOSE, OR (iii) NON-INFRINGEMENT, WHETHER ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED AND (b) THE HOMEOWNER ACKNOWLEDGES THAT S/HE HAS NOT RELIED ON ANY REPRESENTATION OR WARRANTY NOT SET FORTH HEREIN MADE BY CLEANFIBER, OR ANY OTHER PERSON ON CLEANFIBER'S BEHALF, EXCEPT WHERE SUCH PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES ANY APPLICABLE APPLIED WARRANTIES ARE LIMITED TO TWENTY-FIVE YEARS OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Other than as set forth herein, no other express warranty has been made or will be made on behalf of CleanFiber with respect to the Product.

4. Remedies. This section provides the sole remedy available to the original purchaser or owner from CleanFiber for any nonconformity in the Product. In the event of any nonconformity covered by this, or any implied warranty, CleanFiber at its option will:

    a. Provide the claimant with insulation to repair or replace the defective insulation; or

    b. Refund the claimant's actual purchase price for the Product if the claimant is willing to accept a refund; or if CleanFiber deems the repair is not commercially practicable or cannot be made in a timely manner.

5. Exclusion of Other Remedies. In no event will CleanFiber be liable for labor, installation, or any incidental, special, indirect, punitive, or consequential damages resulting from any defect in the Product supplied including but not limited to damage of property. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation of incidental, punitive, or consequential damages may not apply to you.

6. Responsibilities of Owners. Any owner seeking remedies under the warranty must notify CleanFiber in writing within sixty (60) days after discovering a possible nonconformity of the Product, and before beginning any permanent repair. This written notice should describe the possible nonconformity and include the date the Product was installed. It is the owner's responsibility to establish the date of installation. Immediately upon discovering any possible nonconforming Product, the owner must immediately make temporary repairs at the owner's expense to protect all property that could be affected. The owner must allow CleanFiber agents to enter the property and building into which the Product is installed to inspect the possibly nonconforming Product. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.