

ABT Foam Product Warranty

This Limited Warranty covers ABT Foam Expanded Polystyrene (EPS) foam products.

1. **LIMITED ONE YEAR WARRANTY:** Subject to the limitations set forth below, ABT Foam warrants to its customer (“Buyer”) that the Products will be free from defects in material and workmanship for a period of one (1) year from the date of shipment. The total warranty period for any Products shall not exceed one (1) year from the date of shipment.
2. **EXCEPTIONS TO WARRANTY:**
 - A. The limited Warranty set forth in Section 1 does not cover defects, damage to the Product or Product failure caused by:
 - (1) a defect or failure in any product not manufactured by ABT Foam, including, but limited to, a product installed but not manufactured by ABT Foam.
 - (2) loads in excess of ABT Foam’s recommended Expanded Polystyrene (EPS) or such Product;
 - (3) shipping, or improper handling by others;
 - (4) improper storage, installation, maintenance or repair by others;
 - (5) abuse, abnormal use or accident;
 - (6) use for a purpose or in a manner for which the Product was not intended; or
 - (7) improper site design by others
 - B. The Limited Warranty is void if:
 - (1) Any materials or other products not provided by, or authorized by ABT Foam, are used with the Products; or
 - (2) ABT Foam does not receive timely notice of the alleged defects in accordance with the terms of Section 6 below.
3. **EXCLUSIVE REMEDY:** Subject to compliance with the terms in Section 6 below, ABT Foam will, at its option and in its sole discretion, repair or replace any defective Products. THE EXCLUSIVE REMEDY UNDER THIS LIMITED WARRANTY, UNDER ANY OTHER EXPRESS WARRANTY NOT NEGATED HERBY AND UNDER ANY IMPLIED WARRANTIES NOT NEGATED HERBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE), IS REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCTS. IN NO EVENT WILL WARRANTY COMPENSATION, OR OTHER DAMAGES AVAILABLE FROM ABT FOAM, EXCEED THE SALE PRICE RECEIVED BY ABT FOAM FOR THE PRODUCTS.
4. **EXCLUSION OF CONSEQUENTIAL AND INCIDENTAL DAMAGES:** THIS LIMITED WARRANTY, ANY OTHER EXPRESS WARRANTY NOT NEGATED HERBY AND ANY IMPLIED WARRANTY NOT NEGATED HERBY (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE), DO NOT COVER, AND ABT FOAM WILL IN NO EVENT BE LIABLE FOR, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including, but not limited to, lost profits, the cost of removal, disassembly and shipment of the defective products, injury to the property, loss of use, or other commercial losses or installation of any replacement Products. Where, due to operation of law, consequential and incidental damages under this Limited Warranty, under any other express warranty not negated herby or under any implied warranty not negated hereby (INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE) cannot be excluded, such damages are expressly limited in amount to the sales price received by ABT Foam for the Products. This exclusion of consequential and incidental damages, and the provision of this Limited Warranty limiting remedies hereunder to repair or replacement, are independent provisions, and any determination that the limitation of remedies fails of its essential purpose or any other determination that either of the above provisions is unenforceable, shall not be constructed to make the other provision unenforceable.

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5. **EXCLUSION OF OTHER WARRANTIES:** This Limited Warranty is in lieu of all other warranties, express or implied. ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ARE EXPRESSLY DISCLAIMED.
6. **NOTICE TO ABT FOAM:** ABT Foam will not pay for the cost of repair or replacement performed other than in accordance with this Limited Warranty. Subject to the terms of this Limited Warranty, ABT Foam will, at its option and its sole discretion, repair or replace the defective Products provided.
- A. the defect is reported to ABT Foam in writing within the applicable one (1) year warranty period.
 - B. ABT Foam authorizes return of the defective part for replacement or repair; and
 - C. The defective part is returned to ABT Foam freight and transportation costs prepaid, with a suitable letter and a copy of the purchase invoice. The letter should include a detailed written description of the defect and how and when the Product containing the defective part was used. All shipping and transportation costs associated with the return of the defective part are the responsibility of the Buyer.

Written notice of a Product or a component part believed to be defective as covered by this Limited Warranty should be sent to:

ABT Foam
P.O. Box 7107
Statesville, NC 28625

and should include Buyer's name and address, proof of purchase, and a brief description of these defects. ABT FOam will ship (freight collect) to Buyer Products repaired or replaced under this Limited Warranty.

7. **PRODUCT REPAIR:** ABT Foam's obligations under the Limited Warranty to repair any defective Products are subject to the following terms.
- A. All repair work shall be provided by ABT Foam;
 - B. Buyer shall provide ABT Foam with suitable work environment; and
 - C. ABT Foam will offer the following insurance coverage covering the ABT Foam personnel performing the repair work.

Workman's compensation and employee liability	E.L. each accident	\$500,000
	E.L. disease - each employee	\$500,000
	E.L. disease - Policy limit	\$500,000
Automobile Liability	Combined single limit	\$1,000,000
General Liability	Each occurrence	\$1,000,000
	Damage to rented property	\$ 300,000
	Med. Expense - one person	\$ 10,000
	Personal & adv. Injury	\$ 1,000,000
	General aggregate	\$2,000,000

Additional insurance coverage, if required by Buyer, must be purchased by Buyer prior to ABT Foam completing the repair work.

Buyer's failure to purchase such additional insurance or to otherwise provide ABT Foam with a suitable work environment within a commercially reasonable period of time shall relieve ABT Foam of its obligations under the Limited Warranty set forth herein.

8. **CHOICE OF LAW:** This contract shall be governed by, and construed in accordance with, the internal laws and judicial decisions of the State of North Carolina, without regard for any choice or conflict of laws considerations.
9. **SEVERABILITY:** In the event any portion of this Limited Warranty shall be determined to be invalid under any applicable law, such provision shall be deemed null and void and the remainder of this Limited Warranty shall continue in full force and effect.