

## **Limited Warranty for Tech-Crete CFI® Wall Panels**

***Tech-Crete Processors Ltd.'s sole warranty and liability in connection with the CFI® Wall Panel is set out below. This warranty covers the performance of CFI® Wall Panels (the "Wall Panels") installed as perimeter foundation, or low – rise wall exterior insulated panels.***

For a period of **5 years** from the date the wall is completed, Tech-Crete Processors Ltd. warrants that:

The CFI® Wall Panel concrete facing will remain attached to the insulation

Subject to the exclusions set out below, if any CFI® Wall Panel fails to perform as warranted, Tech-Crete Processors Ltd.'s sole responsibility is to provide, at its own expense, replacement Wall Panels for those which have failed to perform as warranted.

To be eligible for Wall Panels under this warranty, the building Owner must notify Tech-Crete Processors Ltd. of any failure of the Wall Panels to perform as warranted promptly by telephone at 250-832-9705, and within (30) thirty business days thereafter in writing. By giving notice of a Wall Panel failure, the building Owner authorizes Tech-Crete Processors Ltd. and its employees, representatives and consultants, to investigate the problem. If an investigation reveals the problem to be outside the scope of this Warranty, all investigation and repair costs shall be payable by the building Owner.

*If any Tech-Crete Processors Ltd. employee, representative, or consultant is denied the opportunity to inspect the installed Wall Panels at any reasonable time after installation, and during the term of this Warranty, this Warranty will, at Tech-Crete Processors Ltd.'s sole discretion, become void and unenforceable.*

### **EXCLUSIONS**

*Tech-Crete Processors Ltd. will not be liable for failure of the Wall Panels to perform as warranted due to:*

1. *Industrial or commercial use where venting of high temperature and/or chemical discharge may come in contact with the Wall Panels;*
2. *Abnormal use or abuse of the Wall Panels;*
3. *Improper installation, including but not limited to inadequate securement of the Wall Panel;*
4. *Mechanical damage incurred on the jobsite, and during or after, installation of the panels on the wall;*
5. *Natural disasters such as, but not limited to:*
  - a. *windstorm with gust wind speed in excess of 150 Km/hr (90mph)*
  - b. *flooding;*
  - c. *lightning;*
  - d. *fire;*
  - e. *earthquake.*

*Tech-Crete Processors Ltd. assumes no liability or responsibility for:*

1. *Any damages resulting from the failure of the wall, air, and or vapour barrier, and or waterproofing system, nor shall Tech-Crete Processors Ltd. be responsible for any repair or replacement thereof. Tech-Crete Processors Ltd. does not warrant the compatibility of any membrane with the Wall Panels. Compatibility is the sole responsibility of the membrane manufacturer and/or the building Owner.*
2. *Determining whether the building is capable of supporting the design load of the Wall system, including the Wall Panels.*

This Warranty is for the sole and exclusive benefit of the building Owner and only the building Owner has any legal right, remedy or claim against Tech-Crete Processors Ltd. under this Warranty.

*Under no circumstances will Tech-Crete Processors Ltd. be liable or responsible to a contractor, the building Owner, or any other party, in contract or in tort, for any indirect, special, incidental, or consequential damages or losses or lost profits of any kind, whether caused by the negligence of Tech-Crete Processors Ltd., or otherwise, including, without limitation, damage to the building on which the Wall Panels are installed, damage to the building contents or other property, or injury or death to any person(s). Save and except as set out herein, Tech-Crete Processors Ltd. makes no representation or warranty, express or implied, statutory or otherwise, regarding the design, manufacturing, quality, condition, capacity, workmanship, operation, merchantability or fitness for any purpose or use of the Wall Panels.*

If you have a claim under this Warranty, contact Tech-Crete Processors Ltd. immediately, with written confirmation within 30 business days thereafter at:  
Tech-Crete Processors Ltd. 2930 13<sup>th</sup> Avenue SW Salmon Arm, BC V1E 3K1. Telephone: 250-832-9705