

GENERAL CONDITIONS AND PRECAUTIONS

LIMITED WARRANTY

Notwithstanding anything herein to the contrary, neither Rmax nor any of its employees, representatives, agents or other affiliates (collectively, "Rmax") makes any representation or warranty whatsoever concerning the Product, except that the Product was manufactured in accordance with specifications set forth in ASTM C1289, at the time of purchase is free from any lien or encumbrance, and, for a period of one (1) year from the date of delivery of the Product, is free from defects in materials and workmanship. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS PROVIDED ABOVE, THE PRODUCT IS BEING DELIVERED IN AN "AS IS, WHERE IS" CONDITION, AND WITH ALL FAULTS. RMAX HEREBY DISCLAIMS AND BUYER HEREBY WAIVES ANY AND ALL OBLIGATIONS AND LIABILITIES OF RMAX AND RIGHTS, CLAIMS, AND REMEDIES OF BUYER AGAINST RMAX, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, IMPLIED WARRANTIES ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, AND USAGE OF TRADE, ANY WARRANTY WITH REGARD TO ANY CLAIM OF INFRINGEMENT THAT MAY BE PROVIDED IN SECTION 2-312(3) OF THE UNIFORM COMMERCIAL CODE, AND ANY AND ALL LIABILITY WITH RESPECT TO THE PRODUCT OR SERVICES PERFORMED OR PROVIDED BY RMAX. THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. THE WARRANTIES EXPRESSED HEREIN ARE EXCLUSIVE AND ARE GIVEN IN LIEU OF (I) ANY AND ALL OTHER WARRANTIES EXPRESS OR IMPLIED, AND (II) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY, IN CONTRACT, TORT OR STRICT LIABILITY, WHETHER OR NOT ARISING FROM NEGLIGENCE, ACTUAL OR IMPUTED. THE WARRANTIES EXPRESSED HEREIN SHALL BE THE EXCLUSIVE REMEDY FOR A DEFECT IN/OR DAMAGES RELATED TO THE PRODUCT.

LIMITATION OF LIABILITY AND BUYER'S REMEDIES

IN THE EVENT OF A DEFECT IN THE PRODUCT COVERED BY THE LIMITED WARRANTY SET FORTH ABOVE, RMAX SHALL, AT RMAX'S OPTION AND EXPENSE, REPAIR OR REPLACE THE DEFECTIVE PRODUCT OR REFUND THE AMOUNT PAID BY THE BUYER FOR THE DEFECTIVE PRODUCT. THE LIABILITY OF RMAX, IF ANY, AND BUYER'S SOLE AND EXCLUSIVE REMEDY FOR DAMAGES FOR ANY CLAIM OF ANY KIND WHATSOEVER, REGARDLESS OF THE LEGAL THEORY AND WHETHER ARISING IN TORT OR CONTRACT, SHALL NOT BE GREATER THAN THE ACTUAL PURCHASE PRICE OF THE PRODUCT WITH RESPECT TO WHICH SUCH CLAIM IS MADE. WITHOUT LIMITATION OF THE FOREGOING, RMAX SHALL NOT BE LIABLE FOR BUYER'S LOSS OF USE, REVENUE OR PROFIT, OR FOR ANY OTHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND, AND BUYER HEREBY WAIVES ANY RIGHT IT MAY HAVE TO SUCH DAMAGES.

The LIMITED WARRANTY shall not be applicable to defects or damages which, upon inspection by Rmax, are determined by Rmax to be caused by any of the following:

- Normal wear and tear;
- Intentional vandalism or abuse, or negligent use, misuse or abuse (including any usage not in accordance with the product instructions);
- Use of parts not manufactured or sold by Rmax;
- Accident or natural disasters, including, but not limited to, fire, flood, lightning, earthquake, tornadoes, hail, hurricanes, wind storms, acts of war or acts of God; or
- Improper operating, handling, storage, application or design, modification, alteration, structural movement or maintenance.

Claims against Rmax under the provisions of the LIMITED WARRANTY must be made within thirty (30) days after the alleged defect to which the claim relates is discovered or should have been discovered, by written notice to Rmax at the following address: 13524 Welch Road, Dallas, Texas, 75244; Attention – Technical Services. The written notice must be accompanied by the dated invoice or receipt received by the Buyer at the time of purchase. Rmax shall have sixty (60) days from receipt of such notice to inspect and analyze the alleged defective material. Under no circumstances shall

Installation

Rmax insulation is shipped in polyethylene wrapped bundles, approximately 48 inches high. These wrapping materials are not adequate for weather protection of the insulation at the job site. Insulation bundles shall be stored on pallets or other dunnage at least 4 inches above the ground level. Dunnage supplied by Rmax for shipment of the insulation is not adequate for use in storage of the materials. Bundles placed directly on the ground are not properly stored and may cause the Rmax warranties to become void. DO NOT use wet insulation products within a roofing assembly. Installation of wet insulation or other roofing system components shall cause the Rmax warranties to become void. Rmax insulation that has become wet may be applied in a roof system after it has been dried out thoroughly. All other roofing materials shall be stored as recommended by the supplier.

Vapor Retarders

Vapor Retarders are recommended by Rmax for buildings where the average mean temperature in January will be 40 degrees F or lower, or when the occupancy of the building is such that the relative humidity of the interior will be 45% or greater. The decision to use a vapor retarder and the selection of the details of the retarder construction is left to the building architect, designer, building owner or their designated representative or agent.

Re-roofing

All existing roof surfaces must be swept clear of all gravel, dirt, dust and other debris. Application of Rmax insulation products on loose or protruding gravel will crush the insulation product and damage the facers. This can cause the board to become dimensionally unstable and/or lose R-value. Rmax recommends that when the ballast surface of the old membrane is to be left in place, the ballast be covered with a minimum of 1/2" wood fiber board or perlite board prior to application of the insulations. Application of Rmax insulation products over wet roofing systems may cause dimensional instability and roof system failure.

the material to be disposed of or to be returned to Rmax unless the Buyer has received written instructions to do so. Buyer shall have no right to deduct the amount of any claim from Rmax's invoice until the claim is allowed or adjusted. Failure on the part of the Buyer to follow these provisions shall waive all rights under the LIMITED WARRANTY. Unless modified in writing, signed by both Rmax and Buyer, this LIMITED WARRANTY is understood to be the complete and exclusive agreement between the parties, and supercedes all prior agreements, oral or written, and all other communications between the parties relating to the subject matter of this LIMITED WARRANTY. Some states and certain federal laws do not allow limitations on how long an implied warranty lasts, so such limitations or exclusions may not apply to you. In addition, some states do not allow the exclusion or limitation of incidental or consequential damages, so such limitation or exclusion may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Refer to SALES POLICY included with the other Rmax literature for other terms and conditions relating to the sale of Rmax Insulation products not contained herein.

GENERAL CONDITIONS

Descriptions, specifications, and recommendations described herein are subject to change without notice. Consult with Rmax Roofing Sales for the latest information. The design and construction of the roof deck, and supporting structure are the responsibility of the project architect, engineer, general contractor and the building owner. The selection and use of Rmax Insulation and other roofing system components to meet the requirements for a project is at the sole discretion of the owner or his designated agent or representative.

No warranty, express or implied, as to characteristic, physical properties, or performance under any variations from controlled conditions at the time of manufacture is made. These provisions may not be altered in any way by a salesperson, employee, agent, or any other representative of Rmax, except by a letter from an officer of Rmax. Rmax does not assume any responsibility or liability for the performance of any product other than those manufactured by Rmax.

GENERAL PROVISIONS

This document with all attachments constitutes the entire agreement between Rmax and the Buyer and is intended as a final, complete and exclusive expression of the agreement. This agreement supercedes all prior representations, understandings and agreements. Any failure on the part of Rmax to insist upon the performance of any term herein shall not be construed as a waiver or relinquishment of Rmax's right to such performance and Buyer's obligation shall continue in full force and effect.

CHOICE OF LAW

THE AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS.

FORUM SELECTION CLAUSE

ANY DISPUTE ARISING OUT OF OR RELATING TO THIS TRANSACTION SHALL ONLY BE LITIGATED IN AN APPROPRIATE FEDERAL OR STATE COURT LOCATED IN DALLAS COUNTY, TEXAS.

WAIVER OF JURY

EACH PARTY HEREBY IRREVOCABLY WAIVES ANY AND ALL RIGHTS TO TRIAL BY JURY WITH RESPECT TO ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS TRANSACTION.

WARNING

POLYISOCYANURATE IS AN ORGANIC MATERIAL WHICH WILL BURN WHEN EXPOSED TO AN IGNITION SOURCE OF SUFFICIENT HEAT AND INTENSITY, AND MAY CONTRIBUTE TO FLAMES SPREADING.