

LIMITED 20 YEAR WARRANTY

R-Control SIP Manufacturer:
Premier Building Systems
Location:
15 Arden Dr.
Belgrade, MT 59714

Limited Warranty. The R-Control SIP Manufacturer hereby warrants that the R-Control Structural Insulated Panels ("SIP") will be free from defects in materials and workmanship on the date of final delivery to the Owner or the Owner's authorized representative. For the purposes of this warranty, defects in materials and workmanship shall mean the following:

(a) Failure to provide structural performance in accordance with the R-Control SIP product specifications which were in effect at the time of delivery.

(b) Failure of molded polystyrene core in the SIP to meet minimum thermal resistance ("R-value") requirement in accordance with ASTM C578 product specification in effect at the time of delivery.

The Limited Warranty set forth herein is effective on the date of final delivery of the Product to the Owner and expires twenty (20) years after such date (the "Warranty Period").

If, during the Warranty Period, the SIP is determined by sampling and testing (conducted as provided below) not to meet warranty value, the R-Control SIP Manufacturer will either deliver to the owner ("Owner") of the building on which the SIP was initially installed a quantity of equivalent SIP to replace the non-performing product or, at the R-Control SIP Manufacturer's sole discretion, refund to the Owner the original purchase price of the non-performing product. The R-Control SIP Manufacturer's maximum liability for any warranty claim shall not exceed the original purchase price of the SIP.

THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THIS WARRANTY SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE R-CONTROL SIP MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions. The R-Control SIP Manufacturer's obligations under this Warranty will only take effect if the SIP is installed in strict accordance with all applicable R-Control SIP specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the R-Control SIPs have been paid in full. This Warranty shall be void if, in the R-Control SIP Manufacturer sole judgment, the SIP's performance has been impaired by either damage or alterations without obtaining the R-Control SIP Manufacturer's prior written approval.

Exclusions. The R-Control SIP Manufacturer does not warrant (a) compatibility of any other product (including but not limited to any roofing membrane, wall cladding, coating) with the SIP, (b) moisture damage caused by inadequate design, performance or maintenance; (c) damage caused by natural disasters, or (d) damage caused by misuse or alterations. The R-Control SIP Manufacturer does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

Sampling and Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by the R-Control SIP Manufacturer, and samples of the SIP shall only be taken in the presence of an authorized R-Control SIP Manufacturer representative. Testing of molded polystyrene samples shall be in accordance with ASTM Test Method C518 or C236, or the then closest R-Control SIP Manufacturer's approved effective equivalent thereof. Testing of SIP samples shall be in accordance with the R-Control SIP Manufacturer's approved method, such as but not limited to ASTM Test Method C297. Molded polystyrene and SIP samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of Insulation covering removal and replacement) shall be at the Owner's sole expense.

R-Control SIP

