



LIMITED WARRANTY

Southwest Distribution Co., d/b/a SWD Urethane Company ("SWD") warrants to the customer ("Customer") for whom SWD's insulation products ("Products") were originally installed, that the Products at the time of shipment will meet published specifications of SWD at the time first sold by SWD. The Limited Warranty only applies to Products purchased directly from SWD, an authorized wholesaler or distributor, or a licensed contractor who has purchased directly from SWD or one of its authorized wholesalers or distributors.

1. Disclaimer. THE FOREGOING EXPRESS WARRANTY IS GIVEN IN LIEU OF ALL OTHER WARRANTIES, THE PRODUCTS OTHERWISE BEING SOLD "AS IS" and "WITH ALL FAULTS." SWD EXPRESSLY DISCLAIMS ANY OTHER WARRANTIES, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, SUITABILITY OR FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT, TITLE, CONDITION, OR ANY WARRANTY ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, DESPITE SWD'S ACTUAL KNOWLEDGE OF ANY PRODUCT'S INTENDED USE OR ANY ADVICE OR REPRESENTATIONS THAT MIGHT HAVE BEEN RENDERED BY SWD CONCERNING THE DESIGN, MANUFACTURE, SALE OR USE OF THE PRODUCTS.

TO THE EXTENT THAT ANY WARRANTIES MAY NOT BE DISCLAIMED UNDER APPLICABLE LAW, THOSE WARRANTIES ARE EXPRESSLY LIMITED TO THE EXCLUSIONS, ARE EXPRESSLY LIMITED BY THE DURATION OF THE WARRANTY PERIODS, AND ARE SUBJECT TO THE EXCLUSIVE REMEDIES SET FORTH HEREIN.

No statement, conduct or description by SWD or its representatives, beyond the Limited Warranty, shall constitute a warranty. Customer disclaims reliance on (i) any sales descriptions or representations made by any employee or agent of SWD, (ii) any descriptions or representations by any distributors, wholesalers, retailers, contractors or installers (or their respective, employees, representatives or agents), (iii) any brochures, catalogs, advertisements, or other product/sales literature not expressly incorporated herein. Neither SWD's employees and agents, nor employees or agents of any authorized distributor or wholesaler, contractor or installer, has authority to issue or make any warranty. Customer is not relying on any technical or other advice from SWD in connection with its purchase or use of the Products. Products are subject to tolerances and variations consistent with trade usage and practices concerning composition, surface, properties and condition.

2. Exclusions to the Limited Warranty. The express warranty is voided and shall not apply to defects, failures or resulting damage, injury or death caused by: (i) improper use, storage or improper installation of the Products; (ii) improper use or maintenance of equipment used to install the Products; (iii) improper use, construction or maintenance of building components in which the Products are installed; (iv) improper or unauthorized changes or modifications to the Products; (v) use or installation of Products in improper applications or conditions or outside of any written specifications provided by SWD; (v) failure to adhere to SWD's installation instructions and warnings; (vi) failure to adhere to applicable standards set forth by laws, codes or regulations and applicable industry standards; (vii) any other improper conduct or activities caused by actions, fault or negligence of anyone other than SWD; or (viii) force majeure.

3. Third Party Warranties. SWD makes no independent representation or warranty with respect to goods, products, components or services provided by third parties in the design, manufacture, use or installation of the Products.

4. Procedure for Warranty Claims. Customer must notify SWD at SWD Urethane, 540 S. Drew St., Mesa, AZ 85215, of any alleged breach of the Limited Warranty within thirty (30) days of Customer's discovery of the defect. Customer must provide SWD with reasonable information including access to the job site at which the Products were installed along with access to Customer's employees, agents and contractors that installed the Products.

5. Exclusive Remedy for Warranty Claims. Upon any breach of the Limited Warranty set forth above, SWD may, at its election, (i) replace the defective Products; (ii) repair the defective Products, or (iii) refund the applicable portion of the price for the defective Products (without interest). THESE REMEDIES ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND SWD'S SOLE LIABILITY WITH RESPECT TO A BREACH BY SWD OF THE LIMITED WARRANTY.



6. LIMITATION OF DAMAGES. SWD'S LIABILITY HEREUNDER SHALL NOT EXCEED THE PURCHASE PRICE RECEIVED BY SWD FROM THE PRODUCT GIVING RISE TO THE CLAIM. This limitation is cumulative and not per incident. This limitation is an essential element hereof, and SWD's prices are determined in part by taking into account this limitation.

7. Limitation on Actions. No action against SWD relating to the Limited Warranty or the Products may be brought more than one (1) year after the cause of action accrues.

8. Installation. Customer agrees that the installer, not SWD, is solely responsible for the installation of the Products. Customer shall comply with and shall require all of its employees, contractors and agents to comply with all applicable federal, state, and local codes and safety requirements and instructions with respect to the handling, use, and installation of the Products. Customer will provide all applicable employees, contractors and agents with all warnings, instructions, technical data sheets, and/or bulletins pertaining to the Products. Customer acknowledges and agrees that if any injury or damage, whether to person or property, is caused, in whole or in part, by (1) Customer's, or its employees', contractors', or agents', failure to comply with (i) any federal, state, or local code or safety regulation, or (ii) any installation instructions, warnings, technical data sheets and other bulletins, or (2) the negligent, incorrect, deviant, unsafe, or otherwise improper installation or use of the Products by Customer or its employees, contractors, agents, then SWD shall have no obligation to Customer or any other person in respect thereof, and Customer shall indemnify, defend, and hold SWD harmless against any claims, demands, loss, liability, or expense for injury or damage (whether to person or property) arising directly or indirectly from any such failure or installation. If indemnification is not available for any reason, the Customer agrees to contribute to losses, claims and liabilities as appropriate to reflect the relative fault of Customer and its employees, contractors and agents, on the one hand, and SWD, on the other.

9. Indemnification by Customer. Customer shall, at its sole expense, indemnify, defend (through attorneys selected by or acceptable to SWD), and hold harmless SWD and any of its parents, affiliates and subsidiaries (and any of their respective directors, officers, shareholders, owners, employees, agents or representatives) from and against any and all third party claims, lawsuits, actions, demands, losses or causes of actions, damages, benefits, judgments, settlements, costs, expenses, taxes, contributions, penalties or fines arising from: (i) any act or omission on the part of Customer (and/or its employees, agents and/or any person or entity acting on Customer's behalf), including any act or omission described in Section 2 above which would void the Limited Warranty; (ii) any injuries or death or any damage to property, arising in connection with the Products, except as may result from the gross negligence or willful misconduct of SWD or its employees; (iii) any claim based on Customer's designs, specifications or instructions, or modification of any Product by Customer or its representatives. If indemnification is not available for any reason, the Customer agrees to contribute to losses, claims and liabilities as appropriate to reflect the relative fault of Customer and its employees, contractors and agents, on the one hand, and SWD, on the other.

10. LIMITATIONS OF LIABILITY. SWD WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION BUSINESS INTERRUPTION, REMOVAL, REINSTALLATION, OR REPROCUREMENT COSTS, LOSS OF PROFIT, REVENUE, DATA, CUSTOMERS, GOODWILL, OR TECHNOLOGY DAMAGE, FAILURE OR MALFUNCTION, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION OR CLAIMS OF RELIEF UNDER ANY OTHER LEGAL OR EQUITABLE THEORY, INCLUDING TORT, INDEMNIFICATION, BREACH OF CONTRACT, AND BREACH OF WARRANTY.