

# LIMITED LIFETIME WARRANTY



## 1. LIMITED WARRANTY COVERAGE

This warranty applies to the original purchaser of TAP® Pest Control Insulation (the "Product") and to any owner of a building in which the Product is originally installed. Pest Control Insulation, LLC ("Pest Control Insulation") warrants that the Product will, at the initial date of purchase, meet the requirements of the Amended CPSC Standard (16 CFR Part 1209), FTC Standard (16 CFR Part 460), ASTM C739 and has building code acceptance by the Family of International Codes as published by the ICC and the National Building Code of Canada, Universal Building Code Acceptance including Title 24 Part 3280 for manufactured housing. Pest Control Insulation further warrants that the Product will, for the lifetime of the structure, a.) be free from manufacturing defects; b.) not deteriorate under normal and proper use, including the pesticides, active ingredient, and the chemical fire retardant treatment if the insulation is installed according to Pest Control Insulation's label instructions.

## 2. EXCLUSIONS FROM WARRANTY COVERAGE

This limited warranty provides a remedy only for nonconformities reported in accordance with paragraph 6 below. This warranty does not provide a remedy for nonconformities caused by:

Product not being installed in compliance with all acceptable building codes and installed in accordance with Pest Control Insulation's instructions.

Defects in the workmanship of the installation of the Product.

Misuse, neglect, or failure to preserve the product or area in which it is applied.

Acts of God such as impact of foreign objects, fire, hurricane, tornado, flood, or other violent storm or casualty.

Defects in failure of, or damage to, the wall or ceiling against which the insulation is resting, caused by movement, distortion, cracking, or settling of such wall or ceiling or the foundation of the building.

Defects to or failure of the insulation space arising from water or humidity intrusion caused by improper installation, workmanship, maintenance or repair to plumbing, structural, barrier, electrical, heating, ventilation, cooling, or other building systems.

## 3. EXCLUSION OF IMPLIED WARRANTIES

**THIS LIMITED WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT AND EXCLUDES ALL OTHER WARRANTIES INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES, OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE SUCH PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO 25 YEARS OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW.**

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you.

Other than as set forth herein, no other express warranty has been made or will be made on behalf of Pest Control Insulation with respect to this Product.

## 4. REMEDIES

This section provides the sole remedy available to the original purchaser or owner from Pest Control Insulation for any nonconformity in the Product. In the event or any nonconformity covered by this, or any implied warranty, Pest Control at its option will:

- Provide the claimant with insulation to repair or replace the defective insulation.
- If product is purchased direct from Pest Control Insulation, refund the claimant's actual purchase price if 1.) the claimant is willing to accept a refund; or 2.) Pest Control Insulation deems the repair is not commercially practicable or cannot be made in a timely manner.

## 5. EXCLUSION OF OTHER REMEDIES

In no event will Pest Control Insulation be liable for labor, installation, or any incidental, special, indirect, or consequential damages resulting from any defect in the Product supplied including but not limited to damage of property. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation exclusion may not apply to you.

## 6. RESPONSIBILITIES OF OWNERS

Any owner seeking remedies under the warranty must notify Pest Control Insulation in writing within 30 days after discovering a possible nonconformity of the Product, and before beginning any permanent repair. This written notice should describe the possible nonconformity and include the date the Product was installed. It is the owner's responsibility to establish the date of installation.

Immediately upon discovering any possible nonconforming Product, the owner must immediately make temporary repairs at the owner's expense to protect all property that could be affected.

The owner must allow Pest Control Insulation agents to enter the property and building into the Product is installed to inspect the possibly nonconforming Product.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

For further information, please contact:

**Pest Control Insulation**  
5285 Mountain Center Plaza  
Lula, GA 30554  
(770) 766-6050  
TAPinsulation.com

T·A·P® Pest Control Insulation has been installed in the home of:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

T·A·P® Pest Control Insulation has been installed by:

Name of Installer: \_\_\_\_\_

Address of Installer: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

Date Installed: \_\_\_\_\_

Signature: \_\_\_\_\_

**Attic:** Square Feet: \_\_\_\_\_ R-Value: \_\_\_\_\_ # of 30 lb. Bags Installed: \_\_\_\_\_

**Crawl/Ceiling:** Square Feet: \_\_\_\_\_ R-Value: \_\_\_\_\_ # of 30 lb. Bags Installed: \_\_\_\_\_

**Walls:** Square Feet: \_\_\_\_\_ R-Value: \_\_\_\_\_ # of 30 lb. Bags Installed: \_\_\_\_\_

**Pre-Existing Attic Insulation:** Type \_\_\_\_\_ Inches \_\_\_\_\_ Old R-Value = \_\_\_\_\_ New R-Value = \_\_\_\_\_