

BioBased Systems Lifetime Limited Warranty

BioBased Systems (“*BBS*”), subject to conditions and limitations listed herein, warrants that the *BioBased Systems* spray foam product (“*Product*”), when installed according to its installation instruction by a *BBS* certified dealer, will perform as indicated in the *Product Specification* literature current at the time of the installation. This *Lifetime Limited Warranty* (“*Warranty*”) is in effect as long as the original purchaser of the *Product* owns the property in which the *Product* was installed. *BBS* sole responsibility under this *Warranty* shall be to repair or replace any defective *Product* limited to the cost of the *Product* material only. *BBS* shall not be responsible for any labor or other costs whatsoever related to the removal or installation of either the original or replacement *Product*.

BBS shall have no liability under this *Warranty* for defects or failure of the *Product* caused by improper storage of components used to produce the *Product*; an installation not performed in strict adherence to its written instructions; any damage due to abuse or neglect of the *Product*; any damage due to fire, storms, or other acts of God; accident, defects, failure, or damage caused by materials adjacent to the *Product*; or damage caused by alteration of the *Product* after completion of its installation.

Statements made by certified dealers, or contained within advertising literature, regarding the performance qualities of the *Product* do not constitute an express warranty.

This Warranty is made in lieu of all other warranties, whether arising under statute, or in tort, or by implication of law or otherwise. All implied warranties, including warranties of merchantability and fitness for particular purpose, are limited in duration to the length of this Warranty. *BBS* shall not be liable for any incidental or consequential damages, arising from a breach of any express or implied warranty or for the cost of removing, installing, or reinstalling any repair or replacement.

Some states do not allow limitations on how long an implied warranty lasts or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This *Warranty* gives you specific legal rights, and you may also have other rights which vary from jurisdiction to jurisdiction.

To obtain performances under this *Warranty*, the customer must notify *BBS* in writing of the defect immediately after its discovery and must submit with the notice proof of the date of purchase along with the date, location and description of the circumstances under which the defect occurred or was first noticed. Notice shall be given in writing to:

Warranty Department
BioBased Systems, LLC
1315 N. 13th Street
Rogers, AR 72756