

1. WARRANTY COVERAGE

Subject to the limitations herein, this limited warranty applies only to the original purchaser/owner of a building or residence (the "Owner") in which insulation products (the "Product") manufactured by TimberHP were originally installed.

TimberHP warrants that the Product will be free from manufacturing defects and will not deteriorate under normal and proper use, in accordance with TimberHP's written instructions, during the lifetime of the Owner so long as the Owner retains ownership of the building or residence in which the Product was originally installed. TimberHP will, at its sole discretion, make corrections to the defects or provide a replacement Product at no cost for Product proven by TimberHP to have a manufacturing defect not resulting from those items outlined in Section 2. If TimberHP replaces any Product under this limited warranty, it may substitute products designated by TimberHP to be of comparable quality or price range in the event the Product initially installed has been discontinued or modified. TimberHP also reserves the right to refund the original purchase price of the Product determined to be defective in lieu of corrections or replacement Product.

Under no circumstances will TimberHP be responsible for any costs whatsoever in connection with the removal or installation of either the original or replacement Product, including but not limited to labor charges or other expenses. TimberHP's maximum liability is limited to the original purchase price of the Product proven to be defective.

2. LIMITATIONS

TimberHP will have no liability under this limited warranty for:

- a) Product not being installed in compliance with the appropriate International Code Council's IBC and IRC in the US, as well as strict adherence to the written instructions of TimberHP.
- b) Defects arising from improper installation, poor workmanship, or maintenance and repair of building systems including but not limited to plumbing, structural barrier, electrical, heating/cooling, and ventilation.
- c) Defects or failure of the Product caused by improper storage, handling, misuse or neglect.
- d) Defects, failure or damage caused by materials adjacent to the Product.
- e) Defects arising from Acts of God such as impact of foreign objects, fire, hurricane, tornado, lightning, flood, or other violent storm or casualty, and/or
- f) Failure to adhere to the requirements outlined in Section 3.

3. CLAIM PROCESS AND RESPONSIBILITY OF OWNER

The Owner seeking remedies under this limited warranty must notify TimberHP in writing within 30 days of discovering a possible nonconformity of the Product, and before beginning any permanent repair. Written notice should be submitted using the Warranty Claim Form included herein.

Upon receipt of the Warranty Claim Form, TimberHP shall review the claimed defect and if such review does disclose a defect covered by this limited warranty, shall, within a reasonable period of time, either correct, replace or refund the defective Product subject to the terms included in this limited warranty. If, in its sole discretion, TimberHP deems that an inspection is required, the Owner must allow TimberHP or its agents access the property into which the Product is installed to inspect the possible nonconforming Product.

4. EXCLUSIVE WARRANTY AND LIMITATIONS OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY TIMBERHP. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. TIMBERHP'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPLACING OR REFUNDING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL TIMBERHP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF TIMBERHP'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT SHALL TIMBERHP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

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

LIMITED LIFETIME WARRANTY

TimberHP Wood Fiber Insulation

WARRANTY CLAIM FORM

Please send fully completed claim form to

warranty@timberhp.com Or by mail to:

TimberHP
Attn: Quality Control
1 Main Street
Madison, ME

Home/Building Owner Name	
Property Address	
Telephone/Mobile Number	
Email Address	
Date of Product Purchase	
Date of Product Installation	
Name of Insulation Installer	
Insulation Installer Contact Information	
Name of Builder/Contractor	
Builder/Contractor Contact Information	
Description of Property	
Description of Defect	
Date of Submission	
Signature of Owner	

