



## **FIRESHELL® LIMITED MANUFACTURERS WARRANTY**

TPR<sup>2</sup> CORPORATION (hereinafter referred to as the “Manufacturer”) warrants Fireshell® Products (hereinafter referred to as the “Products”), when installed by properly trained contractors and applied in accordance with the Product documentation and testing. Manufacturer’s sole responsibility under this Limited Warranty shall be to replace any defective Product at the cost of the material only. Manufacturer shall not be responsible for labor cost or any other costs whatsoever related to or in connection with, the removal or installation of either the original or replacement Product.

Manufacturer shall not be responsible under this Limited Warranty for defects or failures caused by improper installation of the Product or damage due to fire, storms, floods, Acts of God, abuse, neglect or defects, failure or damage caused by materials adjacent to the Product, or damage caused by alteration after completion of the installation of the Product. Statements made by contractors, subcontractors and installers about the performance qualities of the Product or contained in advertising literature does not constitute an expressed warranty.

This Limited Warranty gives the owner specific legal rights, and the owner may have other rights, which can vary in jurisdictions. Owner making claims under this Limited Warranty must notify TPR<sup>2</sup> Corporation in writing of the defect promptly following its discovery and must submit with this notice proof of the date of purchase, contractor who applied the Product and the date, location and description of the circumstances under which the defect occurred or was first noticed. Notice shall be given in writing to the below address.

**THIS WARRANTY IS MADE IN LIEU OF ALL OTHER WARRANTIES, WHETHER AT LAW OR IN EQUITY, OR WHETHER ARISING OR EXISTING UNDER STATUTE. MANUFACTURER DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. UNDER NO CIRCUMSTANCES WILL MANUFACTURER BE LIABLE FOR SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, ARISING FROM OR IN CONNECTION WITH THE PRODUCT OR ITS USE. MANUFACTURER SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM BREACH OF THE EXPRESS WARRANTY OR FOR THE COST OF REMOVING, INSTALLING OR REINSTALLING ANY REPAIR OR REPLACEMENT.**

