

PRODUCT ONLY LIMITED WARRANTY - BASF ENERTITE®

Warranty No.: \_\_\_\_\_

Building Name:	_____	Insulation Contractor:	_____
Building Address:	_____	Insulation Contractor Address:	_____
	_____		_____
Building Owner:	_____	Insulation Contractor Phone:	_____
Owner's Address:	_____	Insulation Contractor Contact:	_____
	_____		_____
Owner's Phone:	_____	Warranty Term:	_____ Years
General Contractor:	_____	Date of Completion:	_____

Owner hereby acknowledges that the information in this document is complete and accurate and agrees to the following terms and conditions of this **Product Only Limited Warranty**.

1. BASF Obligations

a. BASF Corporation (BASF) expressly warrants to the Owner that the BASF polyurethane foam "ENERTITE®", applied to the structure described above when applied in a accordance with the most recent BASF application guidelines, will continue to meet the physical properties identified on the product Technical Data Sheet for the duration of the warranty term and will not deteriorate due to deterioration as the result of ordinary weathering.

b. The Warranty period shall be \_\_\_\_\_ years from the date of completion.

c. If all conditions found in this Warranty are met, and the BASF ENERTITE does not perform as warranted, BASF's sole responsibility shall be, at its option, to supply free of charge, enough Materials to make the necessary repairs. BASF shall not be liable for the labor or other materials that may be necessary to affect the repairs.
2. Exclusions and Limitations

a. BASF shall not be liable for any damage caused by the polyurethane foam, the substrate (i.e. anything under the foam), the structure itself, any other building components (i.e. flashings, copings, etc.), to the contents of the structure, or for consequential or incidental damage, whether in contract or in tort including negligence. Owner expressly waives any claims against BASF for such direct, indirect, or consequential damages.

b. BASF shall not be liable for the performance or lack of performance of the polyurethane foam.

c. BASF shall not be liable for damage or failure of the BASF ENERTITE, occurring after the completion date, caused by or due to:

1. Lightning, earthquakes, hurricane, tornado, hail, fire, or other acts of God.

2. Settlement, movement, deflection, warpage, distortion, displacement, or any other failure of the structure.

3. Cracks, breaks, or openings in the substrate to which the BASF ENERTITE was applied.

4. Surface alterations, additions, objects placed on or installations made on the finished surface without prior written approval from BASF.

5. Penetrations, vandalism, damage or attack by individuals, foreign objects, chemicals, animals or plant life.

6. Leaks due to infiltration of moisture through walls, copings, flashings, or any part of the building structure except the BASF ENERTITE insulation.

d. Any change in the use of the structure other than that for which the structure was intended voids this Warranty, unless such change is first approved by BASF in writing.

e. Insulation Contractor's failure to pay BASF or its distributors when due, the full contract price for BASF ENERTITE materials, voids this Warranty.
3. Owner Obligations

a. In the event of damage or failure caused by any of the occurrences listed in Section 2 above, Owner shall, at their own cost, properly repair or correct such damage or failure and shall notify BASF in writing. Failure to make such repairs or corrections within 60 days, weather permitting, may void this Warranty.

b. Owner shall allow BASF, at its option, to periodically inspect, or have inspected, the BASF ENERTITE insulation and any other areas it determines necessary and shall provide BASF and/or its contractors, subcontractors or agents with the necessary access to conduct such inspections. BASF will advise Owner of the existence of any such damages listed in section 2 above.

c. This Warranty is expressly conditioned upon immediate notification by the Owner to both BASF and the Insulation Contractor (both verbally and in writing) of any and all claims for repairs required under the terms of this Warranty so that an inspection by BASF representative, as its option, may be made. This Warranty shall automatically become void if BASF is not allowed to conduct inspections and/or BASF's reasonable recommendations are not followed.

d. If Owner cannot verbally contact BASF and the Insulation Contractor, and the damage to the building and its contents is imminent, Owner may make necessary temporary repairs, provided that BASF will not be held responsible for any damage done to the BASF ENERTITE by others in performing such temporary repairs.

e. Where BASF supplies Materials for repairs, the Owner shall be responsible for the cost of any other non-BASF repair materials and the labor necessary to affect the repairs, including but not limited to polyurethane foam.

f. Owner's failure to pay, when due, the full contract price for installation of the BASF ENERTITE insulation, voids this Warranty.
4. Transfer of Warranty

a. Transfer of this Warranty to a new Owner may be made only if the transfer is acknowledged in writing by BASF to the new Owner. BASF must be notified in writing at the time of sale to the new Owner and BASF must be satisfied that the intended use of the structure by the new Owner will not cause detriment to the BASF ENERTITE System.
5. This Warranty shall be interpreted according to the laws of the State of Delaware.

The foregoing shall constitute BASF's sole and exclusive liability in connection with the purchase or use of BASF's ENERTITE Polyurethane Foam System. This Warranty is in lieu of all other written and oral, express or implied warranties and BASF expressly disclaims any Warranty of merchantability or fitness for particular purpose.

Nothing in this Warranty Agreement shall waive any right of BASF against the Insulation Contractor or any other party due to defective workmanship in the installation of the system.

This Warranty is effective as of the completion date.

BASF Corporation \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_