

OPEN CELL AND CLOSED CELL SPRAY FOAM LIFETIME LIMITED WARRANTY

Building Owner:

Warranty Number: E-

Building Address:

Installed By:

Date of Completion:

Installed Product:

Holcim Solutions and Products US, LLC, an Indiana limited liability company (“Holcim”), warrants to the Building Owner (“Owner”) named above that, subject to the Terms, Conditions, and Limitations set forth herein, the Gaco or SES branded spray foam product provided for the project referenced above and properly registered for this Building (the “Spray Foam”) meets the specifications listed on the applicable Technical Data Sheet.

Notice. In the event of a claim, Owner must give written notice to Holcim Warranty Services (“Warranty Services”) at the address below. Notification must include a description of the nature of the claim and copy of Owner’s original purchase receipt. When required by Holcim, Owner must submit three (3) samples of the installed foam selected as follows: two samples must be taken from the suspected area and one sample must be from another area. The costs related to removal of the samples are not included in this Limited Warranty. Holcim will have no obligation under this Limited Warranty if Owner fails to give proper notice to Warranty Services as set forth herein. Notifying a contractor, a re-seller, or an authorized Holcim sales representative is not notice to Warranty Services as required by this section.

Replacement Product. In the event that Holcim determines that the Spray Foam does not meet the specifications listed on the Technical Data Sheet published by Holcim at the time of purchase, Owner’s sole and exclusive remedy and Holcim’s total liability shall be limited to providing product sufficient to replace the non-conforming product.

Limitations. Owner’s sole and exclusive remedy and Holcim’s total liability shall be limited to providing replacement materials sufficient to replace non-conforming product(s) as defined herein. Holcim shall not be liable for labor costs or any other costs, now or in the future, in connection with the removal, repair, or replacement of non-conforming product(s).

Non-Assignability. This Limited Warranty is extended exclusively to the Building Owner named above for the lifetime of the building and is not transferable or assignable in any manner.

Disputes. In the event that Owner and Holcim do not resolve any dispute, controversy, or claim, Owner and Holcim agree that neither party will commence or prosecute any suit, proceeding, or claim other than in the state and federal courts located in Davidson County, Tennessee. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts. This Limited Warranty shall be governed by and construed in accordance with the laws of the state of Tennessee without regard to its rules on conflict of laws. Owner hereby releases Holcim from all liability to Owner’s insurance carrier or to anyone claiming under or through Owner by reason of subrogation or otherwise.

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Waiver & Severability. Holcim's failure to enforce any of the terms or conditions stated herein shall not be construed as a waiver of such provision, or of any other terms and conditions of this Limited Warranty. If any portion of this Limited Warranty is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

Eligibility. This Limited Warranty applies to products purchased on or after July 1, 2023. This Limited Warranty shall be null and void if the product was purchased or installed after its Shelf Life, or if Owner fails to properly register the Project within thirty (30) days of the Date of Completion.

HOLCIM DOES NOT WARRANT PRODUCTS INCORPORATED OR UTILIZED IN THIS INSTALLATION THAT WERE NOT FURNISHED BY HOLCIM. HOLCIM SPECIFICALLY DISCLAIMS LIABILITY UNDER ANY THEORY OF LAW ARISING OUT OF THE INSTALLATION OF, PERFORMANCE OF, OR DAMAGES SUSTAINED BY OR CAUSED BY, PRODUCTS NOT FURNISHED BY HOLCIM. THIS LIMITED WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HOLCIM HEREBY DISCLAIMS ALL SUCH WARRANTIES. THIS LIMITED WARRANTY SHALL BE OWNER'S SOLE AND EXCLUSIVE REMEDY AGAINST HOLCIM AND HOLCIM SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR OTHER DAMAGES INCLUDING, BUT NOT LIMITED TO: LOSS OF PROFITS OR DAMAGES TO THE BUILDING OR ITS CONTENTS, OR THE SUBSTRATE. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED, OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED OFFICER OF HOLCIM. NO OTHER PERSON HAS ANY AUTHORITY TO BIND HOLCIM WITH ANY REPRESENTATION OR WARRANTY WHETHER ORAL OR WRITTEN.

Certain local jurisdictions may not allow limitations on how long an implied warranty survives or the exclusion or limitation of incidental or consequential damages and, accordingly, the above limitations or exclusions may not be applicable. This Limited Warranty provides specific legal rights which may vary from jurisdiction to jurisdiction.

Holcim Solutions and Products US, LLC ▪ Attn: Warranty Services
26 Century Boulevard ▪ Suite 205 ▪ Nashville, TN 37214
713-239-0252 ▪ sesfoam.com