

## **BioBased™ 501**

### **Lifetime Limited Warranty**

**Lifetime Limited Warranty.** *BioBased Systems ("BBS")* warrants that the *BBS* spray foam product ("Product"), when installed according to its installation instructions 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") commences after installation and is in effect only as long as the first retail purchaser of the property in which the Product is installed owns the property. *BBS's* obligations under this warranty are limited as set forth below.

**Restrictions.** *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 or repair not performed in strict adherence to its written instructions by a *BBS* Certified Dealer; 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 *BBS* Certified Dealers, or contained within advertising literature, regarding the performance qualities of the Product do not constitute an express warranty.

**Disclaimer of Implied Warranties and Release.** This warranty is the exclusive warranty given by *BBS* and supersedes any prior, contrary or additional representations, whether oral or written. *BBS* HEREBY DISCLAIMS AND EXCLUDES ALL OTHER OBLIGATIONS OR LIABILITIES, EXPRESS OR IMPLIED, ARISING BY LAW OR OTHERWISE, WITH RESPECT TO ANY NONCONFORMANCE OR DEFECT IN ANY PRODUCT, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE; (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING, USAGE OR TRADE; AND (C) ANY OBLIGATION, LIABILITY, RIGHT, CLAIM OR REMEDY IN TORT, INCLUDING ANY ARISING FROM THE NEGLIGENCE OF *BBS* (WHETHER ACTIVE, PASSIVE OR IMPUTED) OR IN STRICT LIABILITY. This disclaimer and release shall apply even if the express warranty set forth above fails of its essential purpose.

**Exclusive Remedies.** For any Product that fails to conform to the Warranty, *BBS* will, at its option (1) repair or replace the nonconforming Product; or (2) refund the purchase price limited to the cost of the Product material only. THESE SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF PURCHASER FOR ANY BREACH OF WARRANTY. *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.

To claim under this Warranty, the original owner must notify *BBS* in writing of the nonconformity within 30 days after its discovery and must submit with the notice, proof of the date of purchase, along with the name of the *BBS* Certified Dealer who installed the product, 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

The customer must also make any product available for inspection by *BBS* or its service representative.

**Exclusion of Consequential and Incidental Damages.** *BBS* AND/OR ITS SUPPLIERS AND/OR CERTIFIED DEALERS SHALL HAVE NO OBLIGATION OR LIABILITY, WHETHER ARISING IN CONTRACT (INCLUDING WARRANTY), TORT (INCLUDING ACTIVE, PASSIVE, OR IMPUTED NEGLIGENCE AND STRICT LIABILITY), OR OTHERWISE, FOR DAMAGE TO THE PRODUCT, PROPERTY DAMAGE, LABOR OR OTHER COSTS RELATED TO THE REMOVAL OR INSTALLATION OF EITHER THE ORIGINAL OR REPLACEMENT PRODUCT, LOSS OF USE, REVENUE OR PROFIT, COST OF CAPITAL, COST OF SUBSTITUTE EQUIPMENT, ADDITIONAL COSTS INCURRED BY PURCHASER (BY WAY OF CORRECTION OR OTHERWISE) OR ANY OTHER INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE OR INABILITY TO USE THE PRODUCT. This exclusion applies even if the above warranty fails of its essential purposes and regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.