

K-FLEX TITAN™ LIMITED PRODUCT WARRANTY

K-Flex USA L.L.C. (“K-Flex”) offers the following warranty for the K-Flex Titan™ Product installed by Contractor.

1. **Warranty.** In lieu of the warranty in K-Flex’s standard terms and conditions, and subject to the terms and conditions below, for a period of five (5) years from the date of purchase of the Product by or on behalf of Owner for the Location, K-Flex warrants the Product installed at the Location to be free from manufacturing defects and to be manufactured in all material respects to the written Product specifications of K-Flex, and that it will perform with respect to UV resistance, water vapor permeability and thermal conductivity in accordance with the written Product specifications of K-Flex. K-Flex’s obligation under this warranty is limited to the provision of new Product materials for the repair or replacement, at K-Flex’s sole discretion, of the defective Product installed at the Location. Thus, K-Flex’s only responsibility under this warranty is for the cost of manufacturing and shipping such new Product materials to the Location. K-Flex shall have no responsibility for such new Product materials after delivery to the Location or for any labor or other costs associated with the removal, repair, replacement or disposal of the defective Product materials. Any Product repaired or replaced by K-Flex under this warranty will be subject to the warranty period remaining under the originally installed Product.

K-FLEX’S LIABILITY IS LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTIES DESCRIBED ABOVE, K-FLEX DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES AND WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL K-FLEX BE LIABLE FOR ANY DAMAGES, DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL, INCLUDING ANY DAMAGE TO THE LOCATION, ITS CONTENTS OR ANY PERSON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, AND AS SUCH, THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO OWNER.

2. **Conditions.** This warranty is contingent on all of the following conditions:

a. Product installation and use in accordance with the Product installation guide (including gluing of seams and taping of exposed edges) and all other written instructions and technical specifications data sheet of K-Flex;

b. That the defective Product has not been discarded, destroyed or altered before inspection by K-Flex, or rendered defective or damaged by modifications not made by K-Flex, acts of God such as fires, explosions, hurricanes, tornados or earthquakes, or by materials installed or stored near the Products; and

c. Owner agrees to permit inspection of the Product installation at the Location from time to time during the warranty term by K-Flex and its representatives upon reasonable request during normal business hours.

3. **Procedure for Claim.** Owner shall inform K-Flex in writing at the address below, in the event the Product fails to function in accordance with this warranty. Failure to so notify K-Flex within thirty (30) days of the time in which Owner first discovers or reasonably could have discovered such failure constitutes a waiver of the rights granted under this warranty.

K-Flex USA L.L.C.
100 K-Flex Way
Youngsville, North Carolina 27596