



Dutch Tech, Inc.

Dutch Tech 10-year Limited Warranty

1. **Warranted Party.** Dutch Tech, Inc. (“Dutch Tech”) provides the following warranty to the Original Purchaser of the Products. No person or entity, other than the Original Purchaser, shall have any right to assert any claim under this Limited Warranty, or otherwise, in connection with the Products. This Limited Warranty is personal to the Original Purchaser and may not be transferred by the Original Purchaser to any other person or entity, by contract, operation of law, transfer of the property into which the Products are installed, or otherwise.

2. **Warranty Period and Warranted Products.** This 10-year limited warranty is effective for Dutch Tech insulation products (“Products”) purchased and installed in the United States. If any Products are replaced under this warranty, then ongoing coverage will continue from the start date of the original warranty and not from the date of replacement.

3. **Limited Warranty.** Dutch Tech warrants that for a period of 10 years from the date of manufacture the Products are free from manufacturing and design defects, when the Products are installed in approved building applications and in accordance with the terms and conditions set forth below. This warranty is limited to Product replacement and does not cover any labor costs of replacement. All Product replacement will be in the form of Product being manufactured by Dutch Tech at the time of replacement. No substitution of other products or those manufactured by other manufacturers will be permitted.

4. **Warranty Limitations.** Dutch Tech shall not be liable under this limited warranty for the following:

(a) Improper handling or installation of the Products. Dutch Tech Products should always be stored in a clean dry environment in their original packaging. Products should never be installed on or near exposed electrical wiring. Products should never be installed within 5’ of a heat source. The warranty does not cover installation in open or exposed applications, including, but not limited to, lean-to’s and open sided buildings;

(b) Negligence, gross negligence, or willful misconduct of the Original Purchaser or of any third party;

(c) Any damage to the Products caused by impact of foreign objects, lightning, gale, hurricane, tornado, earthquake, rain or flood, or other acts of God or by fire, explosion or other casualty;

(d) Vandalism or attack by any party;

(e) Defects in the structure or component of the structure;

(f) Foreign objects or agents, including the use of products incompatible with Dutch Tech Products;

(g) Excessive UV exposure.

5. **How to Make a Claim.** Original Purchaser must notify Dutch Tech in writing of any claimed defect in a Product. Such notice must be given promptly following discovery of the claimed defect and in any event prior to the expiration of the 10-year warranty period. The Original Purchaser must submit with such notice proof of purchase, including the date of purchase, of the Product claimed to be defective.

Notification shall be provided to:

Dutch Tech Inc.
ATTN: CLAIMS
107 3rd Ave E
Lobelville, TN 37097

Dutch Tech shall then promptly inspect the claimed defect and if such examination does disclose a defect covered by this Limited Warranty, shall replace the defective Product, subject to the terms set forth above.

6. **Exclusion of Damages.** DUTCH TECH’S SOLE LIABILITY UNDER THIS WARRANTY IS LIMITED TO THE COST OF REPLACEMENT, AS APPLICABLE, OF THE PRODUCT REQUIRED TO CORRECT PROBLEMS CAUSED SOLELY BY THE FAILURE OF THE PRODUCTS TO MEET THE APPLICABLE TERMS OF THIS LIMITED WARRANTY. DUTCH TECH SHALL NOT BE LIABLE EITHER IN TORT OR IN CONTRACT FOR ANY DIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, LOST REVENUE, LOSS OF USE, OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION, CONDITION. ALL IMPLIED WARRANTIES INCLUDING THOSE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY EXCLUDED. THE BUYER ASSUMES ALL RISKS AS TO THE USE OF THE PRODUCTS.

DUTCH TECH LIABILITY UNDER THE PRODUCT REPLACEMENT WARRANTY SHALL NOT, NOTWITHSTANDING ANYTHING ELSE CONTAINED HEREIN, EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS PER OCCURRENCE AND PROJECT.

The foregoing is the only warranty made by Dutch Tech. No representative, dealer, or any other person is authorized to make any warranty, representation, condition, or promise on behalf of Dutch Tech with respect to the Products. No terms or conditions other than those stated herein or provided by law, and no agreement or understanding, oral or written, in any way purporting to modify this warranty shall be binding upon Dutch Tech unless made in writing and signed by an authorized employee of Dutch Tech.

The invalidity, illegality, or unenforceability of any one or more provisions of this warranty shall in no way affect or impair the validity, legality or enforceability of the remaining provisions, which shall remain in full force and effect.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so certain limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.