

**NUDURA CORPORATION**  
**30 Year Limited Warranty**  
**(the “Limited Warranty”)**

NUDURA Corporation (“NUDURA”), as exclusive worldwide distributor of the insulated concrete foam products (the “Products”) manufactured by Polymax Moulding Industries Inc. and its affiliated entities (the “Manufacturer”) which form part of the Nudura Integrated Building Technology distributed by NUDURA, warrants the owner of the structure built with the Products (the “Customer”) against defects in materials or workmanship as indicated hereunder.

If the Products, or any portion thereof, because of defects in workmanship or materials, as established by the report of an independent engineer designated by NUDURA (the “Independent Engineer’s Report”) (i) fail to provide insulation to the R-Value level of R22 due to compression or deterioration as a result of gravity, normal soil pressures or normal climatic conditions, or (ii) fail to obtain a sound transmission class (“STC”) rating of at least 42 (for concrete core measuring 4 inches (101 mm) but less than 6 inches (152 mm) in uniform thickness and at least 50 (for concrete cores measuring a uniform thickness of 6 inches (152 mm) or greater) due to compression or deterioration as a result of gravity, normal soil pressures or normal climatic conditions (the “Defective Products”), NUDURA will then at its sole discretion either a) replace the Defective Products; or b) pay to the Customer an amount equal to 100% of the purchase price of the Defective Products if a claim under this LIMITED WARRANTY is made within 30 years from the date of the installation of the Products.

For the purposes of this LIMITED WARRANTY, the purchase price of the Defective Products shall be the original purchase price paid by the CUSTOMER for the Defective Products which are the subject of the LIMITED WARRANTY claim and shall be exclusive of all other costs, including labour, to remove the existing Defective Products and replace with new Products.

**IMPORTANT: FOR THIS LIMITED WARRANTY TO BE EFFECTIVE, ALL THE FOLLOWING CONDITIONS MUST BE SATISFIED, AS REASONABLY DETERMINED BY NUDURA:**

Claims made under this LIMITED WARRANTY must be made in writing to NUDURA at the address below within the life of the LIMITED WARRANTY for a particular claim as described above. NUDURA shall be permitted a reasonable opportunity to inspect the site with respect to which a claim is made in order to determine if this LIMITED WARRANTY is applicable.

This LIMITED WARRANTY is given subject to the following conditions failing which this LIMITED WARRANTY shall be null and void:

- The Products must have been purchased from NUDURA or an authorized Distributor;

- Defects in the Products are not caused by misuse, accidents, alterations, failure to follow instructions, or any other act which is not the fault of NUDURA or the Manufacturer;
- These Products must be properly installed and the concrete must be fully consolidated within the Products in accordance with applicable Building Code Standards, and NUDURA's installation procedures by an approved NUDURA installer who is in possession of a NUDURA trained installer wallet card;
- Defects in the Products must not result from abuse, improper storage, improper installation or repair, alteration or modification to the Products, defects in the surface coverings, including waterproofing membranes, or due to unusual physical elements including climatic conditions.
- Only NUDURA authorized coating must be applied to the Products.
- Only NUDURA authorized hardware must be used to assemble the Products or to affix other products on the Products.

In addition, this LIMITED WARRANTY does not cover:

- the size and shape of the Products, which may vary by up to .75% of their specifications;
- the adhesiveness and external appearance of the coating applied to the Products;
- the items which may be temporarily or permanently affixed or attached to the Products and the hardware used to affix or attach such items.
- the costs relating to the installation, dismantling or reinstallation of the Products or Defective Products;
- exposure of the Products to fire, water, excessive humidity or to floods.

Any claim pursuant to this LIMITED WARRANTY shall be made by Customer in writing and shall be forwarded within thirty (30) days following the discovery of the defect to the original place of purchase of the Products, with a copy to NUDURA at the following address:

NUDURA CORPORATION  
27 Hooper Rd.,  
Unit 10  
Barrie, Ontario  
L4N 9S3

NUDURA and the Manufacturer disclaim expressly all implied warranties and conditions, including any implied warranty of merchantability or warranty of fitness for a particular purpose, except to the extent prohibited by applicable law.

Neither distributor nor reseller of the Products is entitled to make any warranty, express, implied or otherwise to the Customer with respect to the Products.

NUDURA and the Manufacturer expressly disclaim any liability for any other direct, indirect, general, special, incidental and/or consequential damages relating to the purchase or the use of the Products by the Customer, except to the extent prohibited by applicable law. In no event shall NUDURA's liability exceed the provisions of this LIMITED WARRANTY.

The installation of the Products must be carried out or supervised by a recognized NUDURA Installer, being a person who has successfully completed the appropriate NUDURA training course and has demonstrated to the local distributor or reseller during actual installations, his ability to competently install the Products. NUDURA Installers recognize that there are risks associated with the installation of the Products and that appropriate care must be used when installing the Products.

All users of the Products recognize that NUDURA, the Manufacturer, distributors or resellers of the Products have no control over the installation or workmanship used in the assembly or the installation of the Products, whether by a recognized NUDURA Installer or by an unauthorized installer. Thus, all users of the Products recognize that NUDURA, the Manufacturer and the distributors or resellers of the Products are not liable for any general, special, direct, indirect or consequential damages, including bodily harm that may be suffered by any person including, without limitation, the installer, contractor, architect, engineer, homeowner or Customer due to the use, assembly or installation of the Products.

This LIMITED WARRANTY is offered solely by NUDURA to the exclusion of the Manufacturer.

This LIMITED WARRANTY constitutes the entire agreement among NUDURA, the distributors or resellers of the Products and the Customer. This LIMITED WARRANTY gives the Customer specific legal rights, and the Customer may have other rights which may vary from country to country, from state to state, or from province to province.