

Limited Lifetime Warranty

MAXX-R Underground Pipe Insulation

MAXX-R Pipe Insulation Systems LLC (MAXX-R), subject to the conditions and limitations listed herein, warrants to the original system owner (purchaser) that its MAXX-R Underground Pipe Insulation (Insulation) will be free from manufacturing defects, including defects related to the material or to the design of the insulation, during the lifetime of the original purchaser so long as he/she retains ownership of the system in which the insulation was originally installed. This warranty is intended to cover individual residential systems only. It is not applicable to insulation installed in systems not used to service an individual residence.

MAXX-R will correct the defect or supply replacement insulation, at its election, free of charge, for any insulation proven to be suffering from one of the foregoing defects during the above stated warranty period following installation, up to a maximum liability which shall be equal to the cost of the insulation required to replace the defective product. However, MAXX-R shall in no event be held liable for any labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement insulation except to the extent MAXX-R, at its election, corrects rather than replaces the insulation determined to be defective.

In the event the original purchaser sells the system in which the insulation was installed, the coverage provided by this warranty will be transferred to the subsequent owner and will be limited in duration to 20 (twenty) years from the date of the installation of the insulation.

Limitations

1. MAXX-R shall have no liability under this warranty for:
 - A. Defects or failure caused by improper storage or by installation of the insulation not in strict accordance with the written instructions of MAXX-R.
 - B. Any damage to the insulation caused by impact of foreign objects, by lightning, gale, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
 - C. Defects, failure or damage caused by materials adjacent to the insulation.

D. Damage caused by alteration after completion of the installation of the insulation.

2. MAXX-R reserves the right to discontinue or modify any of its insulation products without notice, and shall not be liable to the original customer (or subsequent system owner), installation contractor or supplier as a result of such discontinuance or modification.
3. If MAXX-R replaces any insulation under this warranty, it may substitute products designated by MAXX-R to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.
4. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF MAXX-R. PERTINANT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A CONSUMER/SYSTEM OWNER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MAXX-R BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE SITE, INSULATED PIPE OR TUBING, ASSOCIATED BUILDINGS, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE, DISTRIBUTOR OR DEALER OF MAXX-R IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES MAY NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU,

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty is effective on insulation installed subsequent to January 1, 2006.



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