



LIMITED MANUFACTURER'S WARRANTY BAY RUNNER INSULATION SYSTEMS™

To the extent, in the manner and subject to the provisions hereinafter set forth, Bay Insulation Contracting, Inc. ("Manufacturer") (for sales in U.S.A. and Canada) warrants to the initial purchaser from an authorized distributor of Manufacturer ("Initial Purchaser") that the Manufacturer's Bay Runner Insulation Systems™ comprised of fabric and insulation (each separately or collectively, the "Product") when included in a pre-engineered metal building will be free of material manufacturing defects for a period of ten (10) years from the date of such initial purchase, if installed in strict accordance with Manufacturer's instructions.

This Limited Warranty does not apply to:

- Damage due to abuse or mishandling of the product or improper installation according to the Bay Runner Installation Manual;
- Damage caused primarily by someone or something other than the Product;
- Damage caused by foreign substances, including, but not limited to, oil, diesel, exhaust, paint, caustic or acidic environment;
- Damage caused by environmental conditions, including, but not limited to, excessive heat, humidity, moisture, ultraviolet light, or acts of God;
- Damage caused by improper design or construction of the building; or
- Product use other than as vapor retarder in an engineered metal building.

With respect to claims presented during the warranty period and otherwise in accordance with this Limited Warranty, Manufacturer agrees, at its sole election, to either repair or replace defective Product, re-perform defective services related to thereto, or refund the portion of payments made with respect to any work performed or Product provided by Manufacturer that are defective in materials or workmanship, excepting ordinary wear and tear and unusual abuse or neglect, together with all other work which may be damaged or displaced in providing such repairs, re-performance, or replacements. All repairs, re-performance, or replacements shall have a warranty period equal to the duration of the original warranty period as herein stated, and such additional warranty period shall extend from the date of delivery of repairs, re-performance or replacement. **THE REPAIR, RE-PERFORMANCE, REPLACEMENT OR REFUND AT MANUFACTURER'S ELECTION AS DESCRIBED IN THIS PARAGRAPH SHALL BE THE SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY AND ALL CLAIMS PRESENTED.**

The Limited Warranty is provided to all Initial Purchasers who have the Product installed on their building, and who have registered with Manufacturer as provided below.

For warranty registration to be valid, the Initial Purchaser must submit Warranty Registration Form for the Product (see form attached) with proof of purchase (which may be a letter or invoice from the Product distributor) to Manufacturer at the following address:

**Bay Insulation Contracting
2929 Walker Drive
Green Bay, Wisconsin 54311
Attn.: Bay Runner Product Manager**

Any claims under this Limited Warranty must be made in writing to Manufacturer at the above address within thirty (30) days of discovery of the issue giving rise to the claim and must relate to claims arising during the applicable warranty period. To be valid, all claims must identify the building address, the warranty claimant and the nature of the claim in sufficient detail to permit an assessment of the claim. If Manufacturer determines in its sole discretion that an investigation of the claim is necessary, the claimant must allow access to a Manufacturer representative to view the property and the Product specified in the claim, including the taking of photographs and gathering samples as required.

EXCEPT AS TO THE EXPRESS WARRANTY PROVIDED HEREIN, MANUFACTURER HEREBY DISCLAIMS ALL EXPRESS AND IMPLIED WARRANTIES AS TO THE PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO EMPLOYEE, REPRESENTATIVE, OR AGENT OF MANUFACTURER MAY MAKE ANY PROMISE OR STATEMENT, ORALLY OR IN WRITING, WHICH IS CONTRARY TO THIS DISCLAIMER.

MANUFACTURER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR OTHER SPECIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, AS TO ANY LOST PROFITS OR LOST REVENUES, WHETHER SUCH DAMAGES MAY ARISE PURSUANT TO CONTRACT, TORT OR OTHERWISE.

Warranty Registration Form

Project Address: _____

Date of Installation: _____ Amount of Material (Square Feet): _____

Distributor Name: _____

Installer Name: _____

Product Name: _____

Customer Name: _____

Effective September 9, 2020.

For information on Bay Runner™ Insulation Systems, contact your Bay District Manager, call 866.467.5247 or visit www.BayInsulation.com