

1. WARRANTY COVERAGE

This limited 20 year warranty applies to the original retail Purchaser (hereafter designated as the “Purchaser” and/or “Owner”) of BayFoil reflective bubble foil insulation products (hereafter designated as the “Products”) and specifically to the building where such Products were initially installed.

This limited 20 year warranty becomes effective as of the purchase date of the Products.

Should the Products or any part thereof be proven defective in material or workmanship during the installation or in the 20 year period following the purchase date of the Products, BayFoil undertakes, at its option, to repair or supply at its own expense the defective Products. BayFoil reserves the right to replace any defective Product with a product of like quality and value if the original purchased Product is not available.

2. WARRANTY EXCLUSION

The obligations of BayFoil shall be limited to the repair or supply of the Products and under no circumstances shall be liable for any direct or indirect or consequential damages other than damages to the Products. Specifically, BayFoil shall not be liable for loss of use of the building or the equipment or contents therein, loss of profits due to production stoppages or any other type of harm whatsoever and without restriction caused to the Owner, the users and/or any clients. This warranty does not apply to any Products and/or part thereof which has been damaged through alteration, mishandling, misuse, neglect, or accident as well as damages caused by roof leaks, water leaks from pipes or of any foreign matter which may be present in the areas of the installation of the Products, acts of God, war and terrorism, damages resulting from modification of the original installation of the Products, repairs made without the express written consent of BayFoil, Products installed or used in applications other than for agricultural, commercial and residential building or installed in an atmosphere detrimental to the Products.

No agent, supplier representative, or employee of BayFoil is authorized to alter this warranty in any way whatsoever. No warranties or obligations, whether express or implied and whether of a legal nature or not, shall extend the scope of the present warranty. In the event a Court declares an individual term or provision of this warranty null and void, the other terms and provisions of the warranty shall retain their full force and effect and not be invalidated in any way.

This warranty may be enforced only if BayFoil has been paid in full for all of the Products supplied for installation in the Owner’s building.

3. REMEDIES

The Owner’s recourses stated herein are the sole and exclusive recourses for any defects in the Products, and excludes any other claims, especially for any kind of damages. This warranty is the sole warranty applicable to the Products and excludes all other expressed or implied warranties.

4. RESPONSIBILITY OF PURCHASER

The Purchaser, prior to installation, must inspect the Products for any obvious damage or defects. No installation shall be made should the Products be suspected of being defective. The Purchaser therefore accepts all responsibility for any defective Product installed.

During the warranty period, BayFoil agents or employees must have free access to the area where the installation of the Products was done at all times during regular business hours as may be required.

Claims under this Warranty shall be made in writing as soon as the manufacturing defect is discovered and no more than seven (7) days after such discovery. Claims shall include a copy of the Purchaser’s receipt, indicating the date the Products were purchased and shall be sent by fax or by registered mail, to the following address:

Bay Insulation Systems
2929 Walker Drive
Green Bay, WI 54311
Fax: 920-406-4242

Effective October 1, 2019.