



*Promoting Energy Savings
and Environmentally Friendly Structures*

**The EX-EL Company, Inc.
1-Year "No Crack"
Polyurethane Foam &
Synthetic Stucco Wall
Warranty**

Where EX-Elence is Essential

The EX-EL Co., Inc. does hereby warrant the Polyurethane Wall System (PWS) installed at the following named location to be crack and defect free for a period of one (1) year. If defects in materials and/or workmanship are found, repairs will be made free of charge.

Customer Name: _____
 Location of Installation: _____
 Description of Installation: _____
 Date of Completion: _____
 Date of Final Payment: _____

The Ex-El Company Inc. warrants that during the warranty period, it will, at it's own expense, examine and furnish material and labor to make any repairs that may become necessary solely by reason of workmanship and manufacturing defects and deterioration of products from normal aging which results in cracking or delamination. This obligation is limited to the extent that the cost of making any such repairs shall not exceed the original cost of the wall system. Except for such replacement as stated above, The Ex-El Co., Inc. makes no warranty or guarantee, express or implied, including warranties of fitness or merchantability, respecting it's products. There are no warranties, which extend beyond those expressly stated herein. This warranty will become null and void should any person not specifically authorized by The EX-EL Co., Inc. attempt to make or make a repair of a defect; excluding only emergency temporary repairs, of which The EX-EL Co., Inc. must receive prompt written notice. The EX-EL Co., Inc. liability under this warranty shall be limited to warranty shall be limited to repairs of the installed PWS only and shall not be held liable in any respect for any damage to the building and/or its contents or for any damage to property whether real or personal or for injuries to persons contained therein. It shall be the owner's responsibility to secure all necessary approvals or releases of liability from the Building Occupants who might be affecting by the repair operations, and to remove, at his expense, all obstructions from the defected area that would hinder repairs being made at the most expedient and economic manner possible. The owner shall also make available to The EX-EL Company Inc., or its designated agent, full and free access to the area to be repaired during normal working hours.

The EX-EL Co., Inc. shall not be held liable or accountable for any defects to said installation that are caused by wind storm, lightening, hail, tornado, or any other acts of God. Nor shall The EX-EL Co., Inc. be held liable or accountable for any damage caused by settlement, cracking, warping, distortion, or other failure of decks, walls or foundation of said building resulting from structural failure or stress or any other defect not directly caused by a defect in the installed PWS. Nor shall The EX-EL Co., Inc. be held liable or accountable for defects in the installed PWS caused by failure or deterioration of any materials installed or material used as substrate or insulation over which or under which the PRS is applied. Should subsequent investigation reveal that the defect was caused by any of the above-mentioned situations, the Owner shall reimburse The EX-EL Co., for all expenses The EX-EL Co., Inc. has incurred in connection with claims under this warranty.

All liability shall cease immediately and automatically if the building is used in any manner or for any purpose other than the purpose for which it was designed, or if any additions, alterations, or repairs, other than those involving The EX-EL Co., Inc. are made to the area or to the area surrounding the PWS.

Owner must notify The EX-EL Co., Inc. by written notice of any defects no later than thirty (30) days after the owner's discovery of such condition.

This warranty shall not be or become effective unless and until The EX-EL Co., Inc. has been paid in full for the installation of the Wall System, including specifically but not limited to all materials and labor performed in connection with said Wall System, in accordance with the agreement pursuant to which such system was applied.

No terms or conditions other than those stated herein, and no agreement or understanding, oral or written, in any way purporting to modify this guarantee shall be binding on The EX-EL Co., Inc. unless made in writing and signed by an authorized representative of The EX-EL Co., Inc. Without limiting the generality of the foregoing, this Warranty shall not be modified by the terms of any purchase order form, acknowledgment form, or any like form passing between the parties hereto.

In witness whereof, this guarantee has been executed this _____ day of _____, 20__.

Accepted by: _____ EX-EL Co., Inc.
 Owner/Authorized Agent _____ by _____