



LIMITED WARRANTY

Metacaulk® Firestop Products

RectorSeal, LLC ("RectorSeal") warrants the following:

1. LIMITED WARRANTY

The product subject to this sale complies with all test standards referenced in the product's corresponding product data sheet (PDS) which is available at www.metacaulk.com, and will be of good quality and workmanship and conform to the product's performance specifications for a period of 30 years from the date the product is installed (the "Warranty Period").

If during the Warranty Period, the product is found to be defective or otherwise fails in normal use by reason of faulty design, workmanship or materials, then the purchaser must promptly notify RectorSeal within 15 days of such determination (a "Defect Notice"). RectorSeal will then inspect the product and determine, in its reasonable judgment, whether an adjustment, repair, or replacement of the product is warranted, and if so, promptly make the adjustment, repair, or replacement at no additional charge to the purchaser.

RectorSeal may elect to repair the product on site or have the product returned to RectorSeal's premises. If the product is returned to RectorSeal, risk of loss to the product will at all times remain with the purchaser, and shipping costs will be borne by RectorSeal where the product defect is covered by this Limited Warranty. Replacement product will, to the extent such product is then available in the manufacturer's inventory, be of a similar type of color and kind.

The Warranty Period will be tolled upon RectorSeal's receipt of a Defect Notice.

The foregoing Limited Warranty will be voided in the following conditions:

- (i) The product has not been used or stored (with proper documentation) in a manner consistent with the applicable operating and maintenance instructions of RectorSeal or in compliance with the proper use or purpose intended by RectorSeal;
- (ii) The installation or application of the product has not been performed in accordance with installation instructions applicable to the product (i.e. certified third-party firestop system design specifications such as those found in the UL Product iQ Directory);
- (iii) The product defect has been caused by accident, abuse, misuse or unauthorized alteration;
- (iv) The product defect has arisen from a design, specification, component or material supplied by or on behalf of the purchaser or a third party; or
- (v) The product or any part of the product has been used or combined with goods, products, hardware or other materials, or has been reconstructed, repaired or replaced with a part not supplied or approved by RectorSeal.

2. LIMITATION OF LIABILITY AND DISCLAIMER

The terms set forth herein are purchaser's exclusive remedy for breach of this Limited Warranty. RectorSeal does not warrant any products or services not provided by RectorSeal, or any third-party products or services that incorporate the products. This Limited Warranty does not cover replacement labor and RectorSeal's sole liability under this Limited Warranty is limited to the replacement of the defective product or a refund of the purchase price.

THIS WARRANTY SUPERSEDES AND IS IN LIEU OF ALL OTHER WARRANTIES OR GUARANTEES WHETHER WRITTEN OR ORAL, EXPRESS OR IMPLIED, BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS LIMITED WARRANTY WILL BE THE PURCHASER'S SOLE AND EXCLUSIVE REMEDY AGAINST RECTORSEAL.

RECTORSEAL WILL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL OR PUNITIVE DAMAGES, WHETHER DIRECT OR INDIRECT, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO THE BUILDING, OR ITS CONTENTS, NOR WILL RECTORSEAL BE LIABLE FOR ANY DAMAGES WHICH ARE BASED ON NEGLIGENCE, BREACH OF WARRANTY, OR ANY OTHER THEORY, OTHER THAN THE LIMITED LIABILITY SET FORTH HEREIN.