



Crown Foam Technologies (Div. of Ludlow Composites Corp): Limited Warranties

Crown Foam Technologies (CFT) provides below the Limited Warranties for CFT Products

Limited Warranties: CFT warrants its products to be free from material and manufacturing workmanship defects when correctly stored and used.

1. **Warranty Period:** The Limited Warranty period shall exist for a period of 12 months for items that do not utilize pressure sensitive adhesives (PSA) and 6 months for items that do utilize pressure sensitive adhesives (PSA). Warranty period begins from the date of the invoice to buyer.
2. **Exclusions:** The following conditions are excluded from coverage under the Limited Warranties
 - a. Improper installation of the product.
 - b. Wear and tear on the product from normal usage by the end user.
 - c. Effects of modifying, tampering, mishandling, abuse, neglect, misuse, weather, acts of God, acts of nature, or environmental conditions causing deterioration of the product.
 - d. Damage caused by the intentional or negligent use or misuse of the product.
3. **Claims:** Warranty claims should be submitted via email to: sales@crowinfoams.com. Warranty claims must contain the customer purchase order number (or invoice), Crown Foam Technologies item code or product description and a detailed explanation of the issue. CFT reserves the right to request the return of a sampling of the material for internal testing/inspection. Prior authorization is required before any product can be returned to CFT. If authorized, CFT will issue a Return Good Authorization for a specific product and quantity. Products for Warranty evaluation must be returned to CFT freight prepaid. Product returned without authorization will not be accepted. Product credit/replacement will be determined after the product is tested and the Warranty claim is approved by CFT. Returned product found to be within CFT manufacturing specifications will not qualify for a claim under terms of the Limited Warranties.

4. The Limited Warranties are the only warranties offered by Crown Foam Technologies (CFT). CFT's obligation to the Limited Warranties is limited to credit/replacement/repair (when applicable) of the returned product as determined by CFT to be defective. There is no warranty nor representation beyond these expressed in this document. The foregoing Limited Warranties and the remedies provided in this document are exclusive and in lieu of all other warranties, expressed or implied, including Warranties of merchantability, fitness for a particular use, correspondence with description and non-infringement, all of which are expressly disclaimed by CFT. These Limited Warranties cannot be amended by any manufacturer, dealer, salesperson or agent. CFT shall not be liable for incidental, consequential, indirect or special or punitive damages of any kind or any other financial loss (including without limitation) loss of profits or expenses incurred in connection with the use or sale of CFT products. Whether based in contract, tort, strict liability, equality, or any other theory, even if CFT has been advised of the possibility of such damage. Warranty claims made after 30 days of the expiration of the Limited Warranties will not be eligible for consideration of resolution. Some states do not allow a reduction in the statues of limitations so this reduction may not apply to buyer or final purchaser. These Limited Warranties provides buyer or final purchaser specific legal rights and buyer and final purchaser may also have other rights that vary depending on local law. Some states limit or prohibit limitations of warranties, so the above may not apply to buyer and final purchaser. To the extent buyer's or the final purchaser's states does not allow the disclaimer of implied Warranties, any and all such implied warranties are hereby limited in duration to the terms of these Limited Warranties and are limited in scope of coverage to those portions of the products covered by these Limited Warranties.
5. Special Considerations: Crown Foam Technologies may make product changes from time to time without notice. It is the purchaser's responsibility to notify Crown Foam Technologies of any special product certifications or requirements during the initial phase of product development or at time of quotation. CFT will not be held liable for any incidental, consequential, indirect, special or punitive damages of any kind or financial loss (including loss of profit and expenses incurred) that may arise from buyer and/or final purchaser non-disclosure of special product requirements. At CFT's sole option, any dispute concerning these Limited Warranties may be resolved through mediation or arbitration. These Limited Warranties shall be governed by the State of Ohio, and any legal action shall be brought and maintained only in the Circuit or Superior Court of Sandusky County, OH.

6. Crown Foam Technologies will replace/credit CFT products under these Limited Warranties based upon the following conditions.
 - a. Product has not been misused or used in an unapproved manner or application.
 - b. Product was properly installed and used
 - c. Prior to installation and use, the product was properly stored under temperature conditions recommended by the CFT website: WWW.CROWNFOAMS.COM
 - d. The failure of the product due to a covered defect that occurred and was discovered during the Warranty period; and not later than (30) days after such discovery.

The Buyer:

- i. notifies CFT of the failure and defect
- ii. upon request, delivers the product at issue to CFT freight prepaid for examination, inspection, and testing to verify applicability of the Warranty coverage.