

AEROSEAL, LLC
TEN YEAR & THREE YEAR LIMITED WARRANTY POLICY
CERTIFIED DUCT DIAGNOSTICS AND SEALING



Aeroseal warrants to the Sublicensee that the Aeroseal Sealant Products sold by Aeroseal shall be of like grade and quality to and in accordance with Aeroseal's published Data Sheet for such Aeroseal Sealant Products. In addition, subject to limitation and provisions of Patent Sub-license Agreement, **Aeroseal warrants to the Sublicensee** that, when properly applied in accordance with the Technical Manual and other training materials or bulletins provided by Aeroseal from time to time, the duct seals created according to Licensed Services will be **free of defects for a period of 10-years in residential application and for a period of 3-years in commercial applications**, after the date of the sealing application.

Sublicensee may, but is not required; to offer a warranty from Sublicensee (not from Aeroseal) to any homeowner and building owner for which it properly performs the Licensed Services, and Sublicensee shall be solely responsible for such warranty.

Upon satisfactory demonstration by Sublicensee that the foregoing warranty has been breached and that Sublicensee is eligible for such warranty, Aeroseal will reimburse Sublicensee an amount equal to Sublicensee's direct documented costs to repair or replace the defective duct seals, including the direct labor costs of performing the repair or replacement, but not including general overhead, administrative costs, travel time or other general costs of Sublicensee.

In order to make a claim, Sublicensee shall submit to Aeroseal a fully completed limited warranty claim form, and provide such other information regarding the defective duct seals as Aeroseal may reasonably request.

Aeroseal LLC, will send the reimbursement within 30 days of the accepting the completed claim. Aeroseal, LLC reserve the right to apply the claim amount to any outstanding balance.

Warranty Restrictions: Notwithstanding the foregoing, the warranties shall be null and void if Sublicensee does any of the following (i) uses, or permits the use of, the SmartSeal System or any part thereof for any purpose except in accordance with this Agreement and the Technical Manual; (ii) fails to maintain and operate the SmartSeal System in accordance with the Technical Manual; (iii) uses any replacement part or other components to repair or modify the SmartSeal System which are not provided by or authorized by Aeroseal; (iv) permits any person or entity (other than employees of Sublicensee trained to utilize the SmartSeal System) to use the SmartSeal System; (v) parts with possession or control of the SmartSeal System without Aeroseal's prior written consent; (vi) makes, or allows to be made, any changes, alterations, additions or improvements to the SmartSeal System (other than those required to keep the SmartSeal System in good condition and running order in accordance with the Technical Manual) without Aeroseal's prior written consent; or (vii) uses any other sealant material or other product with the SmartSeal System other than the Aeroseal Sealant Products or other products approved by Aeroseal.

SUB-LICENSEE DEALER CLAIM FORM – SEALANT WARRANTY RESIDENTIAL APPLICATION

_____ a Certified Aeroseal Duct Diagnostic and Sealing sub-licensee warrants that the sealing application at the below address was completed by the Aeroseal LLC trained technician and complies with Aeroseal, LLC’s application procedures and standards.

Please submit the WARRANTY COST CLAIM FORM to Fax. 1.866.285.1180 or mail to 7989 South Suburban Road, Centerville, OH - 45458

Date of Application _____ **Date of Failure** _____

Failure description _____

Homeowner Name _____

Homeowner address _____

Quantity of Sealant _____

Direct Labor hours _____ **Direct labor hour Rate** _____

Certified technician _____

CASE ID number _____

Signature _____

SUB-LICENSEE DEALER CONFIRMS THAT THE FOLLOWING WARRANTY CONDITIONS WERE FULFILLED.

LEGAL REMEDIES: The Sublicensee dealer **must** notify the Company in writing, by certified or registered letter to Aeroseal LLC, 7989 South Suburban Road, Centerville OH-45458, of any defect or complaint, stating the defect or complaint and a specific request for repair, replacement, or other correction of the product under warranty, mailed at least thirty (30) days before pursuing any legal rights or remedies.

WARRANTY CONDITIONS and LIMITATIONS

1. The warranty is for the benefit of Sublicensee only and may not be transferred or assigned, whether by operation of law or otherwise.
2. Sublicensee has complied in all respects with the Patent License Agreement and the Technical manual.
3. Any modifications to the duct system, or introduction of corrosive substances, after the application date, will void this warranty,
4. All work shall be performed by the certified technician of the Aeroseal LLC’s sub-licensee dealer. Call 1.877.FIX.DUCT for verification,
5. Aeroseal reserves the right to inspect the failed or defective product.
6. Aeroseal, LLC will not be responsible for ANY SPECIAL, INDIRECT OR CONSEQUENTIAL PROPERTY OR COMMERCIAL DAMAGE OF ANY NATURE WHATSOEVER. Some states do not allow the exclusion of incidental or consequential damages, so the above limitation may not apply to you.

THIS WARRANTY DOES NOT COVER:

1. Residences and buildings with ozone generators,
2. Labor or other costs incurred for diagnosing the defect or failure,
3. Failure, damage due to improper maintenance and alterations to the duct system

Please call Customer Service 1.877.Fix.Duct for any questions of for any concerns with regards to duct cleaning, other maintenance or alterations to duct