



AEROFLEX®

INFORMATION – EXPRESS LIMITED WARRANTY

Please read the following terms and conditions (herein, the “Express Limited Warranty Information”) carefully, as such terms and conditions are affected by the installation conditions for products to be warranted. Products not specifically listed herein are not warranted. **Aeroflex USA, Inc.** (“**Seller**”) does not assume nor does it authorize any person to assume or extend on its behalf any warranty obligation or liability other than that set out in the **Express Limited Warranty** appearing below; such **Express Limited Warranty** constitutes the entire warranty obligation of Seller with respect to the following described products (the “**Aerocel® Products**”):.

Warranted Products (each a “Warranted Product”):

Aerocel® AC EPDM Elastomeric Flexible Tubing Insulation
Aerocel® AC EPDM Elastomeric Flexible Sheet and Roll Insulation
Aerocel® AC EPDM Elastomeric Flexible Sheet and Roll Insulation with PSA
Aerocel® Stay-Seal® with Protape® (SSPT™, Aerocel-SSPT™) EPDM Elastomeric Flexible Tubing Insulation
Aerocel® WG White-Gray EPDM Elastomeric Flexible Tubing Insulation
Aerocel® WG White-Gray SSPT™ EPDM Elastomeric Flexible Tubing Insulation
Aerocel® REF™ EPDM Elastomeric Flexible Tubing Insulation
Aerocel® REF™ EPDM Elastomeric Flexible Sheet and Roll Insulation
Aerocel® REF™ WG White-Gray EPDM Elastomeric Flexible Tubing Insulation
Aerocel® REF™ SSPT™ EPDM Elastomeric Flexible Tubing Insulation
Aerocel® REF™ WG White-Gray SSPT™ EPDM Elastomeric Flexible Tubing Insulation
Aerocel® ULP® EPDM Elastomeric Flexible Tubing Insulation
Aerocel® ULP® EPDM Elastomeric Flexible Sheet and Roll Insulation
Aerocel® ULP® EPDM Elastomeric Flexible Faced Sheet and Roll Insulation
Aerocel® ULP® SSPT™ EPDM Elastomeric Flexible Tubing Insulation
Aerocel® with Saniguard™ (SG) EPDM Elastomeric Flexible Tubing Insulation with PVC Jacketing
Aerocel® CG EPDM Elastomeric Flexible Tubing Insulation
Aerocel® COIL PACK EPDM Elastomeric Flexible Tubing Insulation
Aerocel® CONTINUOUS EPDM Elastomeric Flexible Tubing Insulation
Aerocel® AEROPOLY® Polyethylene Flexible Tubing Insulation
Aerocel® AEROFIT™ EPDM Elastomeric Flexible Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)
Aerocel® AEROFIT™ WG White-Gray EPDM Elastomeric Flexible Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)
Aerocel® AEROFIT™ REF™ EPDM Elastomeric Flexible Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)
Aerocel® SG AEROFIT™ EPDM Elastomeric Flexible Fittings with SaniGuard (Elbows, Tees)
Aerocel® ULP® AEROFIT™ EPDM Elastomeric Flexible Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)
Aerocel® AEROFIX® Insulated Pipe Supports
Aerocel® EPDM Elastomeric Flexible Insulation Adhesive - trade name is AEROSEAL
Aerocel® EPDM Elastomeric Flexible Insulation Low-VOC Adhesive - trade name is AEROSEAL LVOC™ BLACK
Aerocel® EPDM Elastomeric Flexible Insulation Adhesive - trade name is REF 1520™
Aerocel® EPDM Elastomeric Flexible Insulation Coating - trade name is AEROCOAT™
Aerocel® EPDM Elastomeric Flexible Insulation Tape - trade name is AEROTAPE™
Aerocel® EPDM Rubber Seam Sealing Tape - trade name is PROTAPE®
Aerocel® ULP® EPDM Rubber Seam Seaming Tape - trade name is PROTAPE®
Aerocel® Insulation Cork Tape - trade name is EVERSEAL™

Express Limited Warranty

The Aerocel® Products (listed above) are warranted to the original purchaser (“Buyer”), provided that the Aerocel® Products are installed and used in accordance with the Seller’s written instructions, to be free from original defects in materials or factory workmanship, or excessive degradation as a result thereof, for one (1) year from the date of installation (except for obvious defects in materials or factory workmanship appearing at the time of installation, of which Buyer must notify Seller in writing within 30 days of the date of installation in order to make a warranty claim hereunder – See Procedure to Submit a Warranty Claim, below). This Express Limited Warranty is limited as stated in this section captioned Express Limited Warranty, is subject to further conditions (the “Warranty Conditions”) and limitations (the “Warranty Limitations”) appearing below in this Express Limited Warranty Information and provides solely the remedy (the “Exclusive Remedy for Valid Warranty Claim”) to the Buyer as listed below.

THIS EXPRESS LIMITED WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF SELLER AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PURPOSE WHATSOEVER OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY TYPE OR SORT, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTY OF MERCHANTABILITY, (2) THE IMPLIED WARRANTY OF FITNESS FOR ANY PURPOSE WHATSOEVER AND (3) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. LIABILITY IS LIMITED TO THAT SET FORTH BELOW AND SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR TO ANY THIRD PARTY CLAIMING THROUGH BUYER, FOR ANY INSTALLATION OR REMOVAL COST OR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROPERTY, PERSONAL INJURY, LOSS OF BUSINESS, LOSS OF PROFITS, OR ECONOMIC LOSSES) NOR FOR PUNITIVE, STATUTORY, OR EXEMPLARY DAMAGES, WHETHER IN NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE.

This Express Limited Warranty shall not be modified, enlarged, expanded upon or affected in any way by verbal commentary or non-written installation instructions or other advice by any person or entity, regardless of the existence of a relationship of any type or sort between such person or entity and Seller; site specific and/or installation conditions are not the responsibility of Seller or its representatives to address or provide advice and no verbal advice by Seller or its representative concerning such matters shall constitute a warranty by Seller or alter the terms and conditions of the Express Limited Warranty as set out in this Express Limited Warranty Information. Seller makes no warranty, expressed or implied, with regard to the end-product manufactured by Buyer. Buyer, by purchasing the Aerocel® Products, agrees that Buyer will not alter, amend or add to Seller’s Express Limited Warranty. If Buyer desires to offer additional warranties or make any representation on its own, such warranties and/or representations will clearly state that they are Buyer’s additional warranties and not those of Seller.

Warranty Limitations

The Aerocel® Products are manufactured and warranted for their thermal insulation performance hereunder solely for use under normal conditions. Abnormal Conditions include exposure to certain chemical fumes, petroleum-based substances, other substances and compounds not compatible with EPDM rubber products, INCLUDING WITHOUT LIMITATION, petroleum oil and petroleum solvents such as Benzene, Gasoline, Kerosene, Octane, Toluene and Butyl Acetate and the fumes of the same. Damage to the Aerocel® Products which may occur from fire, accident or any form of abuse, or exposure to Abnormal Conditions is not covered by this warranty. While exposure to Ultraviolet light due to outdoor use is not considered Abnormal Conditions for purposes of this Express Limited Warranty, cosmetic damage caused by outdoor use without additional weather protective coatings or coverings is not covered by this Express Limited Warranty. Cosmetic damage due to uncovered or uncoated product exposed to Ultraviolet light for purposes of this warranty is considered any damage which does not affect the thermal insulative properties of Aerocel® Products. All Aerocel® Products including fittings used outdoors must have protective Aerocel EPDM Rubber Seaming Tape - Protape applied to and covering the product’s joints and all other product connection points. If exposed or installed subject to Abnormal Conditions, the product should be removed immediately and replaced once the conditions of installation are normal or with products more suitable to general ambient conditions of the installation or installation site. The growth of mold is not covered by this warranty nor is damage arising from the growth of mold the responsibility of Seller. All Aerocel® Products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth on the Aerocel® Products.

Warranty Conditions

The above described **Aerocel® Products** each must be installed in accordance with Seller's written installation instructions for that product in effect at the time of installation and in accordance with best industry practice. Prior to installation, the insulation product must be kept clean and dry and not subject to Abnormal Conditions. Installation of the **Aerocel® Products** shall be carried out where the temperature is between 32°F and 120°F to allow the Aeroseal adhesive to properly tack and bond. The **Express Limited Warranty** is void if improper installation practices or unapproved installation products are used. This **Express Limited Warranty** does not extend to any component of the insulation system other than the specific **Aerocel® Products** identified herein above, such as, but not limited to, the adhesive other than Aeroseal®, pinning devices, tapes other than Aertape® or Protape® or any other accessory used in the installation of the **Aerocel® Products**.

Exclusive Remedy for Valid Warranty Claim

Subject to confirmation by Seller of the failure of any one or more of the **Aerocel® Products** to which the above **Express Limited Warranty** is to be applied, Seller will deliver, at Seller's expense, F.O.B. to the place of installation, new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective. The foregoing is the EXCLUSIVE remedy against Seller upon a valid warranty claim hereunder. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to the Buyer or to any other person, firm or entity.

Procedure to Submit a Warranty Claim

The Buyer must notify Aeroflex USA, Inc. of any product failure covered by this **Express Limited Warranty** within 30 days of first observation of failure by writing to the following address: Aeroflex USA, Inc., 282 Industrial Park Dr., Sweetwater, TN 37874, or call us at 1 866 AEROCEL. Reference to Aeroflex USA, Inc. in this section shall mean, for the United States, Aeroflex USA, Inc. 282 Industrial Park Dr., Sweetwater, TN 37874.

State Law

The **Express Limited Warranty** provided above gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.

Warranty Information Complete. This Express Limited Warranty Information and the **Express Limited Warranty** contained herein is the complete and final expression of the Seller's warranty obligations with respect to the **Aerocel® Products** listed herein. All other prior or contemporaneous communications with regard to warranty obligations of Seller for the **Aerocel® Products**, regardless of whether in writing or otherwise, are merged into this Express Limited Warranty Information and this Express Limited Warranty Information shall not be modified except in a writing signed by Seller.