

## **MAXELL AIR-TIGHT PRODUCTS (M.A.P. System) LIMITED WARRANTY**

**1. Terms of Warranty.** Subject to the limitations and exclusions set forth in this Limited Warranty, Maxell Corporation of America (hereinafter referred to as “**MAXELL**”), warrants to the original owner that the Maxell Air-Tight Products (M.A.P. System) (hereinafter referred to as “**Maxell Products**”) manufactured and inspected by Maxell, Ltd., a Japanese parent company of MAXELL, and distributed by MAXELL will remain free from leaks caused by product defects or failure for a period of two (2) years from the date of purchase (hereinafter referred to as “**Warranty Period**”). For the purposes of this Limited Warranty the “original owner” is the person or entity who owned the structure upon which the Maxell Products were installed at the time of such installation. If the “original owner” is the initial builder or developer of such structure, this warranty shall be transferable one time, and one time only, from such builder or developer to the next owner of such structure following the builder or developer thereof.

**2. Remedies.** If the warranted Maxell Products leak any air within the Warranty Period due to product defects or product failure, MAXELL, at its sole cost and expense and its sole discretion, will furnish replacement products. MAXELL’s provision of such replacement products shall fully satisfy MAXELL’s obligations hereunder. MAXELL will replace only the defective Maxell Products, and such product will be replaced with a comparable product being manufactured by MAXELL at the time of replacement. No replacement with other products manufactured by other manufacturers will be permitted.

**3. Limitations and Exclusions from Warranty Coverage.** This Limited Warranty shall not be effective or enforceable unless (i) the warranted products were properly installed in accordance with the warnings set forth on the product labels, installation instructions, or other documentation issued by MAXELL, and applicable codes, regulations and laws, and (ii) the building or structure upon which the Maxell Products were installed was constructed in accordance with applicable codes, regulations, plans, and specifications. All Maxell Products must be installed by a properly licensed contractor.

**4. Exceptions and Exclusions from Warranty Coverage.** This Limited Warranty does not cover or provide warranty protection in the event of:

- (a) **Improper installation.** All Maxell Products must be installed in strict accordance with the warnings set forth on the product labels, installation instructions, or other documentation issued by MAXELL, all applicable building and safety codes, recommendations from or evaluation reports issued by the International Conference of Building Officials, the applicable plans and specifications, and any other or local laws or regulations.
- (b) **Improper use.** Any Maxell Products not used for their normal and intended applications, including cases where exposure to climate, the elements, ultraviolet rays or other environmental exposure exceeds the limits specified in the applicable data sheets or MAXELL's instructions.
- (c) **Ancillary Costs.** The cost of any tear-out, installation, stucco, siding, framing, insulation, painting, fasteners, re-installation, refinishing, loss of use, rents, mold or mildew, interior finish or furnishings, water damages or other collateral damage.
- (d) **Extremes of Nature.** Failure of Maxell Products caused by hurricane, tornado, lightning, flood, fire, falling objects, earth movement, ice storms or extreme cold, or other circumstances beyond the control of MAXELL.
- (e) **Structural Failure.** Failure of Maxell Products caused by settling, warping, movement or distortion of the building or any part thereof.
- (f) **Neglect.** Failure of Maxell Products due to improper handling, storage or use, lack of proper painting, papering, roofing, sealing, siding, caulking or glazing, or improper maintenance.
- (g) **Product Modification.** Failure of Maxell Products due to unauthorized repair, use, alteration, installation or modification of the Maxell Products.

- (h) **Structure Modification.** Failure of Maxell Products due to repair, alteration, or modification of the wall, siding, stucco, roof, floor, pipes, vents, or other areas of the building where Maxell Products were originally installed.
- (i) **Failure of Other Products.** Failure of Maxell Products due to failure of, defects in, or repair, alteration or modification of any pipes, vents, flashings, electrical boxes or conduits, underlayments, paints, coatings, decks, fenestrations, water tanks and heating apparatus, solar heating apparatus, siding, stucco, roof, floor, or other areas where Maxell Products were originally installed.
- (j) **Consequential Damage.** Any damage of any kind whatsoever, including damage to the interior or exterior of the building, or the contents thereof.
- (k) **Indirect Damages.** Damages incurred by or suffered by any person other than the “original owner” or the immediate transferee of the original owner (limited to cases where the original owner was the builder or developer of the structure in which Maxell Products were installed).
- (l) **Vandalism.** Failure or damage of Maxell Products due to vandalism or other property damage caused by any party.

**5. Sole Warranty.** THIS WRITTEN LIMITED WARRANTY IS EXCLUSIVE OF AND REPLACES ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE OR PURPOSE. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF MAXELL, OR ANY OTHER PERSON, HAS AUTHORITY TO ASSUME FOR MAXELL ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH ANY MAXELL PRODUCTS BEYOND THAT EXPRESSLY SET FORTH HEREIN. UNDER NO CIRCUMSTANCES SHALL MAXELL'S LIABILITY EXCEED \$50,000. IN NO EVENT, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE OR FOR ANY OTHER CAUSE OR REASON, WILL MAXELL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, LOST PROFITS, LOST REVENUE, LOSS OF USE OR ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY, REPRESENTATION OR CONDITION. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU.

**6. Registration of Warranty.** This Limited Warranty is effective only upon timely and proper registration with MAXELL. To register this Limited Warranty, a Form of Maxell Limited Warranty Registration at the end of this document must be completed and signed for each development, project, project phase, or building by the purchaser, contractor, sub-contractor, or installer. A fully completed Form of Maxell Limited Warranty Registration must be sent via certified mail to MAXELL address set forth herein, within 30 days of the installation of Maxell Products, or within 30 days of completion of a newly constructed development, project, project phase, or building.

**Maxell Corporation of America:** 3 Garret Mountain Plaza #300, Woodland Park, NJ 07424

**7. Notification of Claims.** To make a claim under this Limited Warranty, this Limited Warranty (i.e. this document) must be submitted in writing, together with a copy of the previously submitted Maxell Limited Warranty Registration and the receipt from purchase of Maxell Products to MAXELL address set above, within thirty (30) days after the initial discovery of any leak, failure, problem or defect related to Maxell products. MAXELL reserves the right to inspect any allegedly failed or defective Maxell products; and the owner making such claim shall preserve such products in good condition for inspection or testing by MAXELL or its representatives. MAXELL shall, within a reasonable period of time after written notification of the failure, investigate the claim as it deems appropriate. If MAXELL determines that any leaks are covered under this Limited Warranty, MAXELL will resolve the complaint by issuing replacement products within sixty (60) days from such determination. MAXELL will not be responsible for any unauthorized replacement or the cost of replacement incurred prior to written acknowledgement by MAXELL that it will replace or pay for a share of the replacement cost of such failed or defective products.

## FORM OF MAXELL LIMITED WARRANTY REGISTRATION

Please check this box if you are an initial builder or developer who is also an original owner:

Builder or Developer's License #: \_\_\_\_\_

Project and Phase Name(s): \_\_\_\_\_

Installation Address(s): \_\_\_\_\_

Owner's/Contractor's/Installer's Name: \_\_\_\_\_

Purchasing Date: \_\_\_\_\_

Installation/Completion Date: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_

Maxell Product Numbers and Quantities: \_\_\_\_\_

Owner's/Contractor's/Installer's Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Mail this completed Maxell Limited Warranty Registration Form by certified mail within 30 days of installation or within 30 days of completion of a newly constructed development, project, project phase, or building to: **Maxell Corporation of America, 3 Garret Mountain Plaza #300, Woodland Park, NJ 07424**

Please keep a copy of this Limited Warranty and this completed Maxell Limited Warranty Registration Form and your certified mail return receipt for your records.