



## LIMITED PRODUCT WARRANTY BUILDBLOCK® INSULATING CONCRETE FORMS

BuildBlock Insulating Concrete Forms are warranted for 180 days from the invoice shipping date only to the original purchaser and or the purchaser of forms from a BuildBlock approved Distributor or Dealer. All forms are warranted to be free from defects in material and workmanship which may cause the BuildBlock Forms to be unusable or not perform as the manufacturer's design intention for use as a form for poured concrete walls. This warranty is effective and enforceable only if the BuildBlock Forms are handled, stored, transported and installed in accordance with the BuildBlock Installation Manual, or any other installation instructions or guidelines published by BuildBlock Building Systems, LLC, and local building codes. Furthermore this warranty is effective only if BuildBlock Building Systems, LLC has received written notice of the defects along with proof of purchase from a warranted source (as stated above) within 30 days of the first discovery of a defect but in any event no later than within 180 days of the date of shipment of said forms by BuildBlock Building Systems, LLC. NOTE: After 180 days from invoice shipping date, all forms are out of the warranty period.

**THIS WARRANTY EXPRESSLY EXCLUDES AND IS IN LIEU OF ALL OTHER WARRANTIES WHETHER WRITTEN OR ORAL. EXCEPT AS EXPRESSLY SET FORTH ABOVE, BUILDBLOCK BUILDING SYSTEMS, LLC MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE WARRANTY OF MERCHANTABILITY OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

BuildBlock Building Systems, LLC's liability and the purchaser's sole and exclusive remedy from alleged defects in the materials or manufacturing of the BuildBlock Forms shall be limited to the replacement of an equivalent amount of the defective product or a refund of the invoice charged for the defective product less shipping and handling charges (as BuildBlock Building Systems, LLC may elect) if full payment has been made. In no event shall BuildBlock Building Systems, LLC be liable for any consequential or incidental damages, losses, costs, or expenses of any person of any kind (including without limitation, loss of profits or injury to credit, reputation, or goodwill) directly or indirectly resulting from any alleged breach of warranty contained in this Manufacturer's Limited Warranty.

No other entity, person, Corporation, Company, or firm has any authorization or authority to bind or assume on behalf of BuildBlock Building Systems, LLC any other liability affirmation, representation, or warranty regarding or in connection with the sale of BuildBlock's Insulating Concrete Forms except as stated in this Manufacturer's Limited Warranty.

No further warranty is expressed or implied that is not mentioned in the above text. This is the complete and full warranty of BuildBlock Building Systems LLC for its Insulating Concrete Forms for Concrete.

Dated: January 21, 2007