



Life Time Limited Warranty

What is Warranted and for How Long

eShield Technologies, subject to the terms and conditions below, warrants all eShield Multi Layer Thermal Reflective Insulation sold after the publication date of the document is free from manufacturing defects of any materiality when subject to normal and proper use and is manufactured in all material respects to eShield Technologies product specifications for a lifetime warranty for the original home owner. Liability under this warranty is limited, at eShield Technologies' exclusive option, to eShield Technologies replacing defective Product without charge or, in the alternative, a refund of 100% of eShield Technologies' original selling price for such defective Product. In those instances in which eShield Technologies determines that only a portion of the Product manifests a defect, eShield Technologies reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or other costs incurred with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product. Any Product considered to be defective should not be installed.

Who is Covered

The warranty is granted solely to the original consumer purchaser or owner. It may not be transferred; provided that you purchase a new residence or commercial building and are the first person to occupy the building, eShield Technologies will consider you to be the original purchaser if the Products were installed as part of the construction of that structure.

How to make a claim

In the event you believe that any Product fails to conform to this warrant, you must notify eShield Technologies in writing at 2650 Holcomb Bridge Road, Suite 250 Alpharetta, GA 30022. Attention: eShield Attic Energy Barrier. Such notice must be made within thirty (30) days of the date the claimed defect was first discovered or reasonably could have been discovered. Written notice must include a description of the alleged

defect, a picture of the defective Product, as well as proof of the date of purchase. eShield Technologies may then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to eShield Technologies. If such examination does disclose a defect covered by this warranty, eShield Technologies will perform its obligations under this warranty to the extent of the product that actually manifests defects. eShield Technologies reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location. eShield Technologies will not be liable for any actions or expenditures incurred prior to written acknowledgement of eShield Technologies responsibility under this warranty.

Limitations

The commercial eShield Attic Energy Barrier (eShield Commercial) facing contains UV stabilizers to improve its performance when exposed to UV light. However, eShield Technologies does not recommend or warrant any Product for failure due to deterioration from exposure of the film to excessive amounts of UV light (including the use of indirect lighting), heat or exposure to chemicals which can cause rapid deterioration of the film resulting in flaking, brittleness and loss of strength.

This warranty is not a performance guaranty. eShield Technologies disclaims any performance guarantees except to the extent specifically covered by the Product specification.

This warranty is void and does not apply to damage arising under any of the following conditions:

1. Improper installation, improper construction practices or design not in accordance with the applicable building code or any change from construction plans or specifications properly approved from the structure. Installation in instruction and the Product specifications are available from eShield Technologies.
2. The negligence, gross negligence or willful or intentional misconduct of any third party.
3. The Product is discarded, destroyed or altered before inspection by eShield Technologies.

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4. Product is damaged or a defect is caused by modifications not executed by eShield Technologies, impact from foreign objects, hail, lightning, hurricane, tornado, earthquake, flood or other acts of God, or by fire, explosion or other casualty.
 5. The Product fails, is rendered defective, or is damaged as a result of materials installed or stored near the Product.
 6. Exposure to harmful materials or chemicals directly applied to the Product or present in the atmosphere.
 7. Defects in the structure or component of the structure in which the Product is installed, including, but not limited to, movement or settling of walls or foundation of the building.
 8. The product is deliberately damaged or damaged by abuse, vandalism or improper use.
 9. Any other cause not involving manufacturing defects in the Product.

Purchasers of the Product are solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Purchasers should consult local building and safety codes for specific requirements.

eShield Technologies reserves the right to discontinue or modify any of its Products without notice to the purchaser or shall not be liable as a result of discontinuance or modification. If eShield Technologies replaces any Product under this warranty, it may substitute Product designated by eShield Technologies to be of comparable quality in the event the Product initially installed has been discontinued or modified.

ESHIELD TECHNOLOGIES' LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRODUCT AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL ESHIELD TECHNOLOGIES BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON, SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No variation or change from this warranty will be binding upon eShield Technologies unless made in writing and signed by an officer of eShield Technologies.

This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.



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