

# Limited 20 Year Warranty

Royal Foam LLC is a EPS Geofom Licensed Manufacturer

Location:

1333 Haines Street,

Jacksonville, FL, 32206

Limited Warranty.

The Royal Foam LLC EPS Geofom Licensed Manufacturer hereby warrants that for a period of twenty (20) years, commencing with the date of delivery (the “Warranty Period”), that the EPS Geofom product will maintain 90% of its ASTM D6817 Compressive Resistance at 1%. If, during the Warranty Period, the EPS Geofom is determined by sampling and testing (conducted as provided below) not to meet warranty value, the Royal Foam LLC EPS Geofom Licensed Manufacturer will either deliver to the owner (“Owner”) of the project on which the EPS Geofom was initially installed a quantity of equivalent Royal Foam LLC EPS Geofom product to replace the non-performing EPS Geofom or, at the Royal Foam LLC EPS Geofom Licensed Manufacturer’s sole discretion, refund to the Owner the original purchase price of the non-performing EPS Geofom. The Royal Foam LLC EPS Geofom Licensed Manufacturer’s maximum liability for any warranty claim shall not exceed the original purchase price of the EPS Geofom.

THE WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY THE ROYAL FOAM LLC EPS GEOFOAM LICENSED MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.

Conditions.

The Royal Foam LLC EPS Geofom Licensed Manufacturer’s obligations under this Warranty will only take effect if the EPS Geofom was installed in strict accordance with

all applicable Royal Foam LLC EPS Geofoam specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the EPS Geofoam have been paid in full. This Warranty shall be void if, in the Royal Foam LLC EPS Geofoam Licensed Manufacturer's sole judgment, the EPS Geofoam's performance has been impaired by either damage or alterations to the EPS Geofoam without obtaining prior written approval from the Royal Foam LLC EPS Geofoam Licensed Manufacturer.

#### Exclusions.

The Royal Foam LLC EPS Geofoam Licensed Manufacturer does not warrant the compatibility of any other product (including but not limited to any membranes or coatings) with the EPS Geofoam, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental costs and any other harm to persons or property.

#### Sampling and Testing.

All sampling shall be conducted in accordance with sampling procedures prescribed by the Royal Foam LLC EPS Geofoam Licensed Manufacturer, and samples of the EPS Geofoam shall only be taken in the presence of an authorized Royal Foam LLC EPS Geofoam Licensed Manufacturer representative. Testing of EPS Geofoam samples shall be in accordance with ASTM D6817, or closest Royal Foam LLC EPS Geofoam Licensed Manufacturer's approved effective equivalent thereof. EPS Geofoam samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not limited to costs of EPS Geofoam covering removal and replacement) shall be at the Owner's sole expense.