

Imperial Brown, Inc.

Urethane Insulated Panels WARRANTY

Imperial Brown, Inc. warrants to the original purchaser of its products that the foamed-in-place urethane panels purchased from Imperial Brown, Inc. are free from defects in material and workmanship for a period of fifteen (15) years from the date of original shipment under normal use and service.

Exclusive Warranty - No Implied Warranties

This written and expressed warranty is the only warranty provided by Imperial Brown, Inc. on the products it sells.

All warranties, which might otherwise be implied in this contract, are hereby excluded from this contract. This includes excluding the implied warrant of merchantability and fitness for a particular purpose. There are no warranties, which extend beyond the description of the warranties on the face hereof.

Exclusive Remedies

The buyer's exclusive remedy under this warranty or for the breach of this warranty shall be the repair or the replacement of the defective part by Imperial Brown, Inc. Imperial Brown, Inc. shall repair, or at its option replace, F.O.B. the factory, any part of the product which its examination shall disclose, to its satisfaction, to be defective.

No other remedy, including rejection of goods, revocation of acceptance, nor consequential damages for personal or property damage, nor incidental damages shall be allowed to the buyer of this product.

Hardware, Electrical Components and Accessories

All hardware, electrical components and accessories are warranted to be free of defects in materials and workmanship under normal use and service for one (1) year from the date of original shipment. Service items, such as fluorescent lights, ballasts and starters are not covered by this warranty.

Refrigeration Equipment

The refrigeration equipment is not covered by this warranty. Imperial Brown, Inc. does not expressly or implicitly warrant the refrigeration equipment to be free of defects. All implied warranties of merchantability or fitness for a particular purpose are excluded by Imperial Brown, Inc. for the sale of refrigeration equipment.

The buyer's exclusive remedy for defects in refrigeration equipment is the warranty provided by the manufacturer of that equipment. An extended (4) year compressor warranty is available for purchase from the manufacturer or Imperial Brown.

Voidability of Warranty

This warranty is void and of no force or effect, and the buyer shall have no expressed or implied warranties against defects, nor remedies for defects, if any of the following events occur:

- The panels are not installed within 120 days of original shipment
- The panels are not installed by a factory authorized installer
- The user exceeds the floor's weight limitations, as established by the design specifications
- The panels have been subjected to improper installation, misuse, abuse, neglect, alteration, accident, fire, flood, earthquake or other natural disasters.

This warranty does not include food or product loss, labor or transportation charges for replacement or repair of defective parts. This warranty is nontransferable. The original purchaser is the firm or individual to whom Imperial Brown, Inc. originally sold this product.

*Imperial Brown panels are designed to operate within the following temperature ranges:

Interior Freezer: -20 degrees F. to 32 degrees F.

Interior Cooler: 33 degrees F. to 100 degrees F.

WE MUST BE NOTIFIED UPON PLACEMENT OF THE ORDER IF OPERATING TEMPERATURES ARE OUTSIDE THE ABOVE NORMAL DESIGN TEMPERATURES TO PROPERLY DESIGN THE PRODUCT OR THE WARRANTY MAY BE VOIDED.