

Warranty

Homasote building products are in compliance with major building codes, and are backed with a limited warranty, as stated below. Currently dated Homasote technical literature, describing routine precautions against damage, recommended framing and joint treatments and other special requirements, as well as step-by-step installation procedure, are available from the Homasote Company. The requirements and instructions in the current publications for the particular product you have ordered should be faithfully followed to facilitate validation of the Homasote product limited warranty.

This is to certify that, to the best of our information and belief, all prices listed herein for products supplied by Homasote Company comply with all regulations and orders issued pursuant thereto.

Delivery promises are based on conditions at the time of quoting. They are also subject to change caused by (1) acts of the government or its agents, (2) operations of the priority system, (3) the prior acceptance of other orders, (4) strikes, riots, fire or other causes beyond control including unavoidable delays in transportation or inability to obtain necessary materials, labor or manufacturing facilities. Under no circumstances will the seller be liable for consequential damages of any kind due to its failure to fulfill a delivery promise.

LIMITED WARRANTY

LAW a.) This order shall be governed by and shall be construed in accordance with the laws of the state of New Jersey. b.) Any controversy or claim arising out of the sale of goods by Homasote or relating to Homasote's limited warranty, or the breach thereof, shall be resolved by binding arbitration to be held in Trenton, New Jersey and in accordance with the Rules of the American Arbitration Association (AAA), and judgment entered upon any award thereon may be entered in any court of competent jurisdiction.

DELIVERY DELAYS a.) Delay in delivery or non-delivery in whole or in part by Homasote is not a breach of its obligations under the contract for sale if performance as agreed has been made impracticable by the occurrence of a contingency the non-occurrence of which was a basic assumption on which the contract was made or by compliance in good faith with any applicable foreign or domestic governmental regulation or order whether or not it later proves to be invalid. In the event of a delay Homasote is obligated to notify the buyer seasonably that there will be a delay or non-delivery. b.) Where the buyer receives notification of a material or indefinite delay, and only where the prospective delay substantially impairs the value of the whole contract, the buyer has the option to, in writing, notify Homasote that it is either terminating the contract and thus discharging any unexecuted portion of the contract; or modify the contract and agree to take substituted delivery; or agree to take delivery at a later date.

WARRANTIES a.) There are no warranties which extend beyond the description on the face hereof. b.) There is no implied warranty of fitness for the particular purpose and no implied warranty of merchantability. c.) Except as otherwise provided herein, there is no express warranty, affirmation, promise, description, or representation of any kind, except that the goods shall be of the quality as specified herein, and none shall be implied by law. The quality of the goods shall be in accordance with Homasote Company's specification. The final determination of the suitability of the goods for the use contemplated by the buyer is the sole responsibility of the buyer, and Homasote Company shall have no responsibility in connection with such suitability. d.) Homasote Company's limited warranty against defective goods extends for a period of one (1) year from the date of original installation of construction products or one (1) year from shipment of industrial products and is limited to replacement of defective materials only. Homasote Company shall not be liable for any other damages either direct or consequential. e.) This limited Warranty as to the Construction products is valid only if the Homasote construction product has been installed and used in accordance with the most current Homasote approved specifications and instructions for the particular product involved. These specifications and instructions which are available at the source of purchase should be read carefully prior to installation and use of the product. f.) No person, agent, distributor, representative, dealer or fabricator is authorized to give any warranty or make any representations on behalf of Homasote or to assume for Homasote any liability in connection with any Homasote product.

Defective Goods and Cure by Seller a.) Where any tender and delivery of goods by Homasote Company is rejected because non-conforming and the time for performance has not yet expired, Homasote may seasonably notify the buyer of its intention to cure and may then within the contract time make a conforming delivery. b.) Where the buyer rejects a non-conforming tender which Homasote had reasonable grounds to believe would be acceptable with or without money allowance Homasote Company may, if it seasonably notifies the buyer, have a further reasonable time to substitute a conforming tender. c.) Where the buyer wrongfully rejects or revokes acceptance of goods on or before delivery, Homasote Company may withhold delivery of such goods or resell and recover damages or recover damages for non-acceptance or the price or cancel delivery. d.) All claims must be made immediately in writing to Homasote Company, P.O. Box 7240, West Trenton, New Jersey 08628. Homasote Company will then have the option to inspect the goods at the site or request that it be sent to a specified location. No goods may be returned without the specific prior written authorization of Homasote Company.

Liability and Damages Homasote's liability for damages caused by alleged inferior goods shall not exceed the purchase price of the goods thereof.

Disclaimer Any acknowledgment, filing or acceptance by Homasote of any memorandum of any kind which contain any term or terms inconsistent with or additional to the provisions of this agreement will not be deemed acceptance or approval of such inconsistent or additional term or terms, and in such event this agreement, which will be deemed an overriding agreement, will control in all respects.