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## Newton County – R.L. Cousins Center

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07-2117 PE Insulation Warranty

**ENERGYCRAFT® INSULATION SYSTEM  
WARRANTY AND NOTICES**

**One Year Limited Material Warranty:** The EnergyCraft® Insulation System is warranted against manufacturing defects in materials that are provided by Thermal Design that may become evident within one year after delivery. This warranty is specifically limited to providing materials for replacement of specific areas affected and only to the extent that the defect is adversely affecting performance, and does not include any expense to remove or install materials, site workmanship or damages that may be caused by defective materials, installation, damage to materials caused by others, abuse and misuse of the product, or design. Labor is typically covered by contractor's warranty for at least one year after installation completion. Thermal Design shall make the final decision as to the validity and extent of any defect claim. Valid claims will be limited to the purchased materials or the replacement value thereof, as determined by Thermal Design. Any claims should be submitted in writing by US Mail to Thermal Design, P.O. Box 468, Madison, NE, 68748. There are no other expressed or implied warranties that extend beyond these limitations and these are a condition of the sale of these goods. The company shall not be held responsible for consequential, liquidated or other damages under any theory of law. Thermal Design, its owners, licensees, and distributors have no control over site conditions, installation workmanship, conditions of application or its suitability for any particular use or purpose. This limitation also applies to damage caused by exposure of the materials to UV or other forms of radiation, excessive heat and damaging chemicals. Minor variations in fabric color do not constitute a defect. Therefore, Thermal Design, its owners, licensees and distributors do not warrant the performance, merchantability or fitness for a particular purpose, of any part of or complete system installation.

**Patents, Trademarks and Licenses:** Unauthorized making, using or selling of this patented technology or trademarks or service marks shall be each subject to a minimum royalty of ten dollars per square foot of surface insulated from such unauthorized acts. Sellers of any component with the knowledge or intent that such component is to be used to evade the purchase of legitimate materials from authorized sources shall be held liable as contributory infringers and otherwise as lawful. All costs of collection, including legal fees and costs, shall be sought as damages for unauthorized infringement.

Installer: \_\_\_\_\_

Job: # \_\_\_\_\_

Date of Completion: \_\_\_\_\_

Salesperson: \_\_\_\_\_

**Manufactured by Thermal Design**  
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**CAUTION!**  
This product does not provide fall protection