

CEMCO Standard Firestop Product Warranty

Warranty Prior To Installation

CEMCO warrants to End Use Purchaser only, the firestop product(s) to be free from manufacturer defects in material and workmanship for an **unlimited time**, subject to CEMCO'S standard manufacturing and commercial variations and practice, when properly stored in accordance with manufacturer instructions.

Warranty After Installation

CEMCO firestop product(s) comply with *UL 2079* and *ULC S115 Test for Fire Resistance of Building Joints System* standard requirements for Environmental Exposure Tests for Intumescent Material. This test relates to the performance of firestop products as originally installed and compares to the performance testing after exposure to extreme temperatures and high humidity for an extended period of time. Based on the performance of our products to the UL standard, CEMCO warrants its firestop products **will perform satisfactorily for the sustainable life of the building/structure** when:

- Substrate area surrounding the construction joint has not been damaged,
- Properly stored in accordance with manufacturer's instructions,
- Proper installation in accordance with the relevant UL or other 3rd Party tested/listed firestop system.

The warranty provided herein shall be void and of no effect in the event that the product(s) is not installed in accordance with CEMCO's published instructions, listed system(s) and applicable building and safety codes. CEMCO MAKES NO OTHER REPRESENTATIONS OR WARRANTIES TO PURCHASER REGARDING THE PRODUCTS AND EXPRESSLY DISCLAIMS ALL OTHER IMPLIED OR EXPRESSED WARRANTIES, INCLUDING ALL WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. CEMCO's firestop product warranty does not apply to any Product to the extent it has been subject to (1) other than normal wear and tear, or (2) improper installation, alteration, modification, or repair, tampering, negligence, abuse, or accident, or (3) improper storage. LIABILITY IS LIMITED TO REPAIR OR REPLACEMENT, AT CEMCO'S OPTION, OF ANY DEFECTIVE PRODUCT. In the event a product does not conform to this warranty, CEMCO's sole and exclusive responsibility to remedy is, at CEMCO's option, replacement of the product or refund of the purchase price which upon inspection it finds to be defective, based on claims made in writing to CEMCO within a reasonable time after discovery. Products alleged to be defective must be returned, freight prepaid, within thirty (30) days to CEMCO with the return authorization number, obtained from CEMCO, clearly marked on the outside of the return container for repair or replacement by CEMCO. CEMCO shall in no event be liable for any other damages arising out of or related to the sale, use, or inability to use the product, including costs and attorney's fees, even if caused in whole or part by the negligence of CEMCO.

THE ABOVE WARRANTY SHALL CONSTITUTE PURCHASER'S EXCLUSIVE REMEDY WITH RESPECT TO THE PRODUCTS FURNISHED HEREUNDER. IN NO EVENT SHALL CEMCO BE LIABLE OR RESPONSIBLE TO PURCHASER OR ANY OTHER PERSON FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL LOSSES OF DAMAGES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHER THEORY OF LAW, EVEN IF CEMCO SHALL HAVE BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH LOSS OR DAMAGES, ALL SUCH DAMAGES AND CLAIMS BEING SPECIFICALLY DISCLAIMED. IN NO EVENT SHALL CEMCO'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCT.

If you have any technical questions, please contact the CEMCO Technical Services Department.

Sincerely,
CEMCO, LLC

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