

LIMITED LIFETIME RESIDENTIAL INSULATION WARRANTY

_____, AN INDEPENDENTLY OWNED FRANCHISED BUSINESS AND/OR LICENSEE OF THE KOALA INSULATION TRADEMARKS (“FRANCHISEE”) WARRANTS TO THE OWNER OF THE HOME AS OF THE DATE OF INSTALLATION (“HOMEOWNER”), SUBJECT TO THE CONDITIONS AND LIMITATIONS HEREIN, THAT THE INSULATION IT INSTALLS SHALL BE FREE FROM MATERIAL WORKMANSHIP DEFECTS. THIS LIMITED LIFETIME WARRANTY (“WARRANTY”) SHALL BE SECONDARY TO ANY WARRANTY OFFERED BY THE MANUFACTURER OR DISTRIBUTOR OF THE PRODUCTS USED.

THE LIMITED LIFETIME RESIDENTIAL INSULATION WARRANTY (“WARRANTY”) IS SUBJECT TO THE FOLLOWING TERMS AND CONDITIONS. TO THE EXTENT THAT ANY CLAIMS ARE MADE THE AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT PAID TO THE FRANCHISEE. NEITHER OUR PARENT COMPANY NOR KOALA FRANCHISE, LLC, OFFERS A WARRANTY OF ANY TYPE AND EXPRESSLY DISCLAIMS ALL WARRANTIES INCLUDING WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND OTHER CLAIMS.

THE WARRANTY SHALL CONTINUE FOR THE PERIOD HOMEOWNER CONTINUES TO OWN THE HOME AND SHALL BECOME VOID IF HOMEOWNER SELLS OR TRANSFERS ANY INTEREST IN THE HOME. THIS WARRANTY IS NON-TRANSFERRABLE. TO MAINTAIN THIS WARRANTY’S COVERAGE, HOMEOWNER MUST COMPLY WITH FRANCHISEE’S THEN-CURRENT ANNUAL INSPECTION REQUIREMENTS. CURRENTLY, THE ANNUAL INSULATION INSPECTION RANGES FROM \$95 - \$150 PER YEAR AS DETERMINED BY FRANCHISEE.

EACH ANNUAL INSPECTION INCLUDES THE FOLLOWING 10-POINT CHECK:

- INSULATION DEPTH/THICKNESS (WHERE APPLICABLE)
- RODENT ENTRY POINTS
- RODENTS AND RODENT RELATED DAMAGE IN ATTIC
- AIR CONDITIONER CONDENSATE LINE ENTRY POINTS
- WINDOW TRIM SEAL
- EXCESSIVE MOISTURE/HUMIDITY IN ATTIC AND VARIOUS WALLS
- ROOF LEAKS THAT COULD CAUSE DAMAGE TO INSULATION
- DOOR SWEEPS
- EXTERIOR FOUNDATION PENETRATIONS
- THERMAL IMAGING ANALYSIS FOR AIR INFILTRATION AND HOT/COLD SPOT DETECTION

IF DURING THE FIRST ANNUAL INSPECTION, SETTLING BEYOND 10% OF THE R-VALUE IS DETECTED IN INSULATION INSTALLED BY FRANCHISEE, THIS INSULATION WILL BE SUPPLEMENTED AT NO CHARGE TO HOMEOWNER WITH ADDITIONAL INSULATION TO REACH THE SPECIFIED R-VALUE BASED ON THE ORIGINAL INSTALLATION. IF MATERIALLY DEFECTIVE MATERIALS OR WORKMANSHIP IS DISCOVERED, FRANCHISEE SHALL AT ITS OWN EXPENSE AND SUBJECT TO THE LIMITATIONS HEREIN, MAKE REASONABLE EFFORTS TO REPAIR OR RESOLVE THE DEFECTS. IF OTHER PROBLEMS OR DEFECTS ARE OBSERVED DURING THE ANNUAL INSPECTION, A QUOTE WILL BE PROVIDED AT THEN-CURRENT RATES TO REMEDY ANY PROBLEM NOT DIRECTLY CAUSED BY MATERIALLY DEFECTIVE MATERIALS OR WORKMANSHIP. FRANCHISEE SHALL NOT BE LIABLE FOR INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES RESULTING FROM OR RELATING TO ANY DEFECTS. HOMEOWNER SHALL IMMEDIATELY UPON DISCOVERY OF ANY INDICATION OF DEFECTS NOTIFY FRANCHISEE AND COOPERATE TO PROVIDE ACCESS TO THE AFFECTED AREAS FOR INSPECTION AND REPAIRS IN ACCORDANCE WITH THIS WARRANTY.

ALL WARRANTY CLAIMS MUST BE SUBMITTED IN WRITING TO FRANCHISEE WHO MUST BE PROVIDED A REASONABLE PERIOD TO DOCUMENT AND CURE ANY DEFECTS. THIS WARRANTY SHALL BE VOID IF HOMEOWNER FAILS TO MAKE ANY PAYMENT WHEN DUE OR FAILS TO SCHEDULE AND PAY THE THEN-CURRENT COST OF THE ANNUAL INSPECTION OR FAILS TO NOTIFY FRANCHISEE, IN WRITING, OF ANY OBSERVED DEFECTS WITHIN 48 HOURS OF INITIAL OBSERVATION OR FAILS TO FOLLOW ANY RECOMMENDATIONS PROVIDED IN WRITING BY FRANCHISEE.

THIS WARRANTY SHALL BE INTERPRETED ACCORDING TO THE LAWS OF THE STATE OF FLORIDA. © KOALA FRANCHISE, LLC.

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