



# AEROFLEX®

## EXPRESS LIMITED WARRANTY AEROFLEX® PRODUCTS

Please read the following terms and conditions (herein, the “Express Limited Warranty Information”) carefully, as such terms and conditions are affected by the installation conditions for products to be warranted. Products not specifically listed herein are not warranted. **Aeroflex USA, Inc.** (“**Seller**”) does not assume nor does it authorize any person to assume or extend on its behalf any warranty obligation or liability other than that set out in the **Express Limited Warranty** appearing below; such **Express Limited Warranty** constitutes the entire warranty obligation of Seller with respect to the following described products, which are divided into two categories: (a) Insulation Products; and (b) Tape, Adhesive, and Coating Products (the Insulation Products and the Tape, Adhesive, and Coating Products are collectively referred to herein as the “**AEROFLEX® Products**”).

### Warranted Products (each a “Warranted Product”):

#### Insulation Products

**AEROFLEX Breathe-EZ® EPDM Duct Insulation**  
**AEROFLEX Breathe-EZ® PSA EPDM Duct Insulation**  
**AEROFLEX EPDM™ Elastomeric Sheet and Roll Insulation**  
**AEROFLEX EPDM™ Elastomeric Sheet and Roll Insulation with PSA**  
**AEROFLEX EPDM™ Elastomeric Unslit Tube Insulation**  
**AEROFLEX Self-Seal™ EPDM Elastomeric Pre-Slit Tube Insulation**  
**AEROFLEX REF™ EPDM Elastomeric Sheet and Roll Insulation**  
**AEROFLEX REF™ EPDM Elastomeric Sheet and Roll Insulation with PSA**  
**AEROFLEX REF™ EPDM Elastomeric Unslit Tube Insulation**  
**AEROFLEX REF™ Self-Seal EPDM Elastomeric Pre-Slit Tube Insulation**  
**AEROFLEX REF™ White/Gray EPDM Elastomeric Unslit Tube Insulation**  
**AEROFLEX REF™ White/Gray Self-Seal EPDM Elastomeric Pre-Slit Tube Insulation**  
**AEROFLEX® White/Gray EPDM Elastomeric Unslit Tube Insulation**  
**AEROFLEX® White/Gray Self-Seal EPDM Elastomeric Pre-Slit Tube Insulation**  
**AEROFLEX EPDM™ Coil Pack EPDM Elastomeric Unslit Tube Insulation**  
**AEROFLEX EPDM™ Continuous EPDM Elastomeric Unslit Tube Insulation**  
**AEROFLEX AeroFit™ EPDM Elastomeric Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)**  
**AEROFLEX AeroFit™ REF™ EPDM Elastomeric Fittings (Elbows, 45s, P-Traps, Tees, Mechanical Grooved)**  
**AEROFLEX AeroFit™ White/Gray EPDM Elastomeric Fittings (Elbows, 45s, P-Traps, Tees)**  
**AEROFLEX Aerofix® Insulated Pipe Supports**

#### Tape, Adhesive and Coating Products

**AEROFLEX Adhesive - trade name Aeroseal**  
**AEROFLEX Adhesive (LVOC) - trade name Aeroseal LVOC™ Black**  
**AEROFLEX Adhesive - trade name REF 1520™**  
**AEROFLEX Coating - trade name Aerocoat®**  
**AEROFLEX Coating (LVOC) - trade name Aerocoat LVOC®**  
**AEROFLEX Tape (Polymeric) - trade name AEROFLEX Self-Seal™ Seam Tape**  
**AEROFLEX Tape (EPDM) - trade name Protape®**  
**AEROFLEX Tape (Foam) - trade name Aertape™**  
**AEROFLEX Tape (Cork) - trade name Everseal™**

## Express Limited Warranty

The **AEROFLEX® Products** (listed above) are warranted to the original purchaser (“Buyer”), provided that the **AEROFLEX® Products** are installed and used in accordance with the Seller’s written installation instructions, to be free from original defects in materials or factory workmanship, or excessive degradation as a result thereof, for: (a) one (1) year from the date of installation for Insulation Products (except for obvious defects in materials or factory workmanship appearing at the time of installation, of which Buyer must notify Seller in writing within 30 days of the date of installation in order to make a warranty claim hereunder – See **Procedure to Submit a Warranty Claim**, below; and (b) one (1) year from the date of purchase for Tape, Adhesive and Coating Products (except for obvious defects in materials or factory workmanship appearing at the time of purchase, of which Buyer must notify Seller in writing within 30 days of the date of purchase in order to make a warranty claim hereunder – See **Procedure to Submit a Warranty Claim**, below). This **Express Limited Warranty** is limited as stated in this section captioned **Express Limited Warranty**, is subject to further conditions (the “**Warranty Conditions**”) and limitations (the “**Warranty Limitations**”) appearing below in this Express Limited Warranty Information and provides solely the remedy (the “**Exclusive Remedy for Valid Warranty Claim**”) to the Buyer as listed below.

THIS **EXPRESS LIMITED WARRANTY** CONSTITUTES THE ENTIRE OBLIGATION OF SELLER AND THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS FOR ANY PURPOSE WHATSOEVER OR WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; **SELLER HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY TYPE OR SORT, INCLUDING WITHOUT LIMITATION: (1) THE IMPLIED WARRANTY OF MERCHANTABILITY, (2) THE IMPLIED WARRANTY OF FITNESS FOR ANY PURPOSE WHATSOEVER AND (3) THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.** LIABILITY IS LIMITED TO THAT SET FORTH BELOW AND SELLER SHALL IN NO EVENT BE LIABLE TO BUYER OR TO ANY THIRD PARTY CLAIMING THROUGH BUYER, FOR ANY INSTALLATION OR REMOVAL COST OR FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES (INCLUDING WITHOUT LIMITATION, LOSS OF PROPERTY, PERSONAL INJURY, LOSS OF BUSINESS, LOSS OF PROFITS, OR ECONOMIC LOSSES) NOR FOR PUNITIVE, STATUTORY, OR EXEMPLARY DAMAGES, WHETHER IN NEGLIGENCE, WARRANTY, STRICT LIABILITY OR OTHERWISE.

This **Express Limited Warranty** shall not be modified, enlarged, expanded upon or affected in any way by verbal commentary or non-written installation instructions or other advice by any person or entity, regardless of the existence of a relationship of any type or sort between such person or entity and Seller; site specific and/or installation conditions are not the responsibility of Seller or its representatives to address or provide advice and no verbal advice by Seller or its representative concerning such matters shall constitute a warranty by Seller or alter the terms and conditions of the **Express Limited Warranty** as set out in this Express Limited Warranty Information. Seller makes no warranty, expressed or implied, with regard to the end-product manufactured by Buyer. Buyer, by purchasing the **AEROFLEX® Products**, agrees that Buyer will not alter, amend or add to Seller’s **Express Limited Warranty**. If Buyer desires to offer additional warranties or make any representation on its own, such warranties and/or representations will clearly state that they are Buyer’s additional warranties and not those of Seller.

### Warranty Limitations

The **AEROFLEX® Products** are manufactured and warranted for their thermal insulation performance hereunder solely for use under normal conditions. Abnormal Conditions include exposure to certain chemical vapors, petroleum-based substances, other substances and compounds not compatible with EPDM rubber products, INCLUDING WITHOUT LIMITATION, petroleum oil and petroleum solvents such as Benzene, Gasoline, Kerosene, Octane, Toluene and Butyl Acetate and the vapors of the same. Damage to the **AEROFLEX® Products** which may occur from fire, accident or any form of abuse, or exposure to Abnormal Conditions is not covered by this warranty. While exposure to ultraviolet light due to outdoor use is not considered Abnormal Conditions for purposes of this Express Limited Warranty, cosmetic damage caused by outdoor use without additional weather protective coatings or coverings is not covered by this Express Limited Warranty. Cosmetic damage due to uncovered or uncoated **AEROFLEX® Product** exposed to ultraviolet light for purposes of this warranty is considered any damage which does not affect the thermal insulative properties of **AEROFLEX® Products**. All **AEROFLEX® Products**, including AeroFit™ fitting covers, used outdoors must have **AEROFLEX® Protape®** EPDM rubber seam sealing tape applied to and covering all product seams, circumferential joints and termination points to provide a vapor seal. If exposed or installed subject to Abnormal Conditions, the product should be removed immediately and replaced once the conditions of installation are normal or with products more suitable to general ambient conditions of the installation or installation site. The growth of mold is not covered by this warranty nor is damage arising from the growth of mold the responsibility of Seller. All **AEROFLEX® Products** should be maintained to avoid excessive dirt or dust buildup, or the presence of excessive moisture, that would provide a medium for microbial growth on the **AEROFLEX® Products**.

### **Warranty Conditions**

The above described **AEROFLEX® Products** each must be installed in accordance with Seller's written installation instructions for that product in effect at the time of installation and in accordance with best industry practice. Prior to installation, the insulation product must be kept clean and dry and not subject to Abnormal Conditions. Installation of the **AEROFLEX® Products** shall be installed when the ambient temperature is between 40°F (4°C) and 100°F (38°C) to allow AEROFLEX® PSA insulation products and adhesives to properly tack and bond. The **Express Limited Warranty** is void if improper installation practices or unapproved installation products are used. This **Express Limited Warranty** does not extend to any component of the insulation system other than the specific **AEROFLEX® Products** identified herein above, such as, but not limited to, adhesives other than AEROFLEX® adhesives, pinning devices, tapes other than Protape® or Aertape™, or any other accessory used in the installation of the **AEROFLEX® Products**.

### **Exclusive Remedy for Valid Warranty Claim**

Subject to confirmation by Seller of the failure of any one or more of the **AEROFLEX® Products** to which the above **Express Limited Warranty** is to be applied, Seller will deliver, at Seller's expense, F.O.B. to the place of installation, new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective. The foregoing is the EXCLUSIVE remedy against Seller upon a valid warranty claim hereunder. No other remedy (including, but not limited to, incidental or consequential damages for lost profits, lost sales, injury to person or property, or any other incidental or consequential loss) shall be available to the Buyer or to any other person, firm or entity.

### **Procedure to Submit a Warranty Claim**

The Buyer must notify Aeroflex USA, Inc. of any product failure covered by this **Express Limited Warranty** within 30 days of first observation of failure by writing to the following address: Aeroflex USA, Inc., 232 Industrial Park Road, Sweetwater, TN 37874, or call us at 866.237.6235. Reference to Aeroflex USA, Inc. in this section shall mean, for the United States, Aeroflex USA, Inc. 232 Industrial Park Road, Sweetwater, TN 37874.

### **State Law**

The **Express Limited Warranty** provided above gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.

**Warranty Information Complete.** This Express Limited Warranty Information and the **Express Limited Warranty** contained herein is the complete and final expression of the Seller's warranty obligations with respect to the **AEROFLEX® Products** listed herein. All other prior or contemporaneous communications with regard to warranty obligations of Seller for the **AEROFLEX® Products**, regardless of whether in writing or otherwise, are merged into this Express Limited Warranty Information and this Express Limited Warranty Information shall not be modified except in a writing signed by Seller.