

NANSULATE® LDX LIMITED WARRANTY

Limited Warranty:

Subject to the limitations and disclaimers set forth below, Industrial Nanotech, Inc. ("**INI**") warrants that for the Applicable Warranty Period (as defined below), Nansulate® LDX will be free of defects in materials and workmanship. INI also warrants that, subject to the limitations set forth below, the Nansulate® LDX product will not contain lead during the Applicable Warranty Period. In the event that the Nansulate® LDX product fails as a result of a defect in materials or workmanship within the Applicable Warranty Period, INI will replace, at INI's sole option and at no charge to the purchaser, the Nansulate® LDX product or part thereof that proves to have such defect. INI further warrants that the Nansulate® LDX does not contain any Environmental Protection Agency ("**EPA**") registered antimicrobials or other "Hazardous Materials" as such term is defined by the EPA.

INI's agreement to replace any product found to be defective in materials or workmanship is the purchaser's sole and exclusive remedy for product failure. This remedy may not be deemed to have failed of its essential purpose so long as INI is willing and able to replace any such defective product or part. This limited warranty is extended only to the original purchaser of the product. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Limitations:

The warranty set forth above is LIMITED and does not cover: (i) exterior (outside) applications; (ii) failure of the product if the product was not stored, mixed, cured, used and applied to the substrate according to the applicable application parameters described in the **application instructions** which are shipped with each product order and **available at www.nansulate.com or by fax by calling 1-800-767-3998**; (iii) misuse of the product or any use other than the prescribed uses set forth in the **application instructions**; (iv) damage to the substrate caused by the product; or (v) labor costs associated with replacing the defective product. **IN NO EVENT WILL INI BECOME LIABLE FOR DAMAGES TO SUBSTRATE, INJURIES TO PERSON OR PROPERTY, DEATH OR ANY OTHER INCIDENTAL, CONSEQUENTIAL, LOST PROFITS, ECONOMIC LOSS, OR PUNITIVE DAMAGES ARISING FROM THE USE OF THIS PRODUCT. INI'S SOLE OBLIGATION UNDER THIS WARRANTY IS TO REPLACE THE DEFECTIVE PRODUCT.**

Disclaimer:

EXCEPT AS SPECIFICALLY SET FORTH HEREIN OR AS PROHIBITED UNDER THE MAGNUSON-MOSS WARRANTY ACT, THE PURCHASER DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING OUT OF OR RELATING TO THE APPLICATION OR USE OF THE NANSULATE® LDX PRODUCT, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY WHATSOEVER AS TO THE FITNESS FOR A PARTICULAR USE OR THE MERCHANTABILITY OF THE PRODUCT. THIS LIMITED WARRANTY IS GIVEN IN PLACE OF, AND NOT IN ADDITION TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Applicable Warranty Period:

The limited warrant set forth above is effective for twenty (20) years following the date that the Nansulate® LDX is initially purchased.