

Lumira[®] aerogel Warranty

Customer shall inspect all Lumira[®] aerogel filled product within one hundred twenty (120) days of delivery for purposes of verifying conformity of the product ordered and fill requested of AmeriLux. If AmeriLux does not receive any written notice from the customer within said one hundred twenty (120) day period of time, it shall be conclusively presumed that AmeriLux has complied with the terms and conditions of customer's order. Any failure to conform the product supplied or the fill requested within this period of time shall be subject to replacement at the expense of customer except for the labor and Lumira[®] aerogel provided by AmeriLux at Licensor's expense. No other warranty, express or implied, is provided by AmeriLux to the customer.

Customer will receive the benefit of warranties consistent with those offered by the respective manufacturers of the Lumira[®] aerogel, polycarbonate panels and tape used to seal panels.

Warranty for Lumira filled products is for production only. This includes the filling and taping process. Warranty DOES NOT include Lumira performance or changes in mechanical properties of Lumira.

Warranty is given only to members of the Elite Lumira[®] aerogel Consortium.

NO WARRANTY SHALL APPLY TO ANY SERVICE OR PRODUCT WHICH HAS BEEN SUBJECTED TO ACCIDENT, NEGLIGENCE, ALTERATION, ABUSE OR MISUSE.

NO EXPRESS WARRANTIES AND NO IMPLIED WARRANTIES WHETHER OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR USE OR OTHERWISE (EXCEPT AS TO TITLE), OTHER THAN THOSE PROVIDED BY CABOT OR POLYCARBONATE MANUFACTURERS WHICH ARE EXPRESSLY MADE IN LIEU OF ALL OTHER WARRANTIES, SHALL APPLY TO THE SERVICES SOLD BY LICENSOR AND NO WAIVER, ALTERATION, OR MODIFICATION OF THE FOREGOING CONDITIONS SHALL BE VALID UNLESS MADE IN WRITING AND SIGNED BY LICENSOR.