

Assured Satisfaction Limited Warranty

Subject to the limitations and disclaimers set forth below, Synavax, Inc. ("SynavaxTM") warrants that for the Applicable Warranty Period (as defined below), SynavaxTM products will be free of defects in materials and workmanship. In the event that the SynavaxTM product fails as a result of a defect in materials or workmanship within the Applicable Warranty Period, SynavaxTM will replace, at SynavaxTM's sole option and at no charge to the purchaser, the SynavaxTM product or part thereof that proves to have such defect.

SynavaxTM'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 SynavaxTM 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) failure of the product if the product was not stored, mixed, cured, used, or 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.synavax.com or by calling 1-800-858-3176**; (ii) failure of the product if the product is mixed with another product or if another product is applied over the SynavaxTM product; (iii) misuse of the product or any use other than the prescribed uses set forth in the **application instructions**, including but not limited to the application of any other paint or applicant over the SynavaxTM product; (iv) damage to the substrate caused by the product; or (v) labor costs associated with replacing the defective product. **IN NO EVENT WILL SYNAVAXTM 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. SYNAVAXTM'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 SYNAVAXTM 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 warranty set forth above is effective for FIVE (5) years following the date that the SynavaxTM product is initially purchased for Heat ShieldTM High Heat, Energy ProtectTM, Healthy House PaintTM, Heat ShieldTM PT, LeadXTM (exterior applications).

The warranty term for Heat ShieldTM EPX-H2O is TEN (10) years following the date that the product was purchased. The warranty term for LeadXTM (interior applications) is TWENTY (20) years following the date that the product was purchased.