

# Warranty

## Terms and Conditions

We are committed to meeting the expectations of our customers. To ensure that you are ready for our installation crews, we provide the following additional information.

HD Horne Sprayfoam & Insulation Ltd. is committed to providing quality service and products to our customers. To express our commitment, we offer a one-year construction/retrofit warranty to our customers. Terms and conditions of our warranty are as followed:

### General

HD Horne Sprayfoam & Insulation Ltd. warrants all insulation we supply and install to open visible spaces in new and retrofit construction projects are to R-values indicated on our estimates. Our warranty does not extend to finished interior or finished exterior surfaces.

Structural/esthetic installations which prohibit us from installing our products to maintain specified or building code insulation/air/vapour/fire barrier requirements are not the responsibility of this contractor. Built-in thermal bridges are also not the responsibility of this contractor.

When our company uses a spray polyurethane foam, it is advised and recommended that occupants of the home (including pets) vacate the property during the sprayfoam application and for 24 hours after the install is complete.

Our vehicles vary in size and need to be parked in-close proximity to the property for hazard, safety and efficiency purposes during our services. Ensure there is enough room for parking (up to 50 ft) on or near the property.

We require easy and clear access to areas for insulation services. Work areas must be free of clutter and debris. It is the responsibility of the homeowner to ensure the work area is clear and ready for work. If work area is not cleared prior to insulation services, the homeowner may be liable for additional costs of labour and preparation HD Horne needed in-order to clear the work area. We are not liable for any damage incurred when moving client's possessions.

Our fleet contains numerous work trucks of a variety of sizes and weight. All vehicles are operated by a qualified team member. We will do our best to manoeuvre vehicles on homeowners' properties, however we are not liable for any damage caused from operating our vehicles on the property. Damages include – damages to lawn, sprinklers, gates, fences, mailboxes, rock walls, hedges, shrubbery, gardens, ponds, fountains, driveways, trees or items left laying in the area where our vehicle are operating.

HD Horne Sprayfoam & Insulation Ltd. is not responsible for the disconnecting or re-connecting of any wires and plugs in the service area that impede the insulation.

HD Horne Sprayfoam & Insulation Ltd. cannot provide/determine an exact time that work will commence/finish. Time of arrival, length of service, and time of completion are estimated only. As such we are unable to provide any credits pertaining to work delay(s).

If a client has any issues with the service offered or quality of work, you must make your claim within 30 days for which the claim is being made. Payment in full is necessary in-order to initiate all HD Horne Sprayfoam & Insulation Ltd. warranties. Warranties and guarantees are non-transferable. Please note: payments made by credit card are subject to an additional, non-refundable 3% transaction fee.

It is the homeowner's responsibility to ensure there are no rats or rodents actively living in a space prior to receiving insulation services. Should rats/rodents be present, HD Horne Sprayfoam & Insulation Ltd. will stop work and will not proceed with services to prevent the transmission of dangerous diseases or bacteria. It is the homeowner's responsibility to exterminate rats/rodents. Should a homeowner no longer be eligible for rebates due to a history of rats/rodents existing in the area, HD Horne Sprayfoam & Insulation Ltd. is not responsible to recuperate for any financial loss of expected rebates and the homeowner is still expected to pay in full for the insulation services provided.

Our warranties include the right for HD Horne Sprayfoam & Insulation Ltd. to repair or replace any defective installation or material at its own cost and no cost to you.

We will not be liable for any secondary or consequential damage, normal wear and tear, damage from defects in design of the building, damage arising from the pre-existing condition of the building, damage arising from improper maintenance, inadequate ventilation, pre-existing moisture issues, rodents and alterations, deletions or additions made by the client or third parties under this agreement or any warranties. In any event, HD Horne Sprayfoam & Insulation Ltd.'s liability cannot exceed the cost for the job.

Due to the nature of framing/construct practices, and/or the sequencing of installation that then limits/restricts routing of but not limited to furnace supply and return air ducting, ERV/HRV ducting, over-range and bathroom ventilation ducting etc. that cause or may cause obstructed or limited access that impedes successful installation of insulation designed to thermally protect operation of devices and/or protect the integrity of the building envelope, HD Horne Sprayfoam & Insulation Ltd. takes exception to fault/blame and therefore cannot be held culpable for performance failures caused by incomplete/missing/failed installation of quoted insulation normally designed to protect these devices or building envelope, in areas that do not provide unobstructed access to correctly install.

## **Protection of Privacy**

Contact information is required to communicate and organize estimates, projects, invoices and payments. If a client needs assistance with rebates, HD Horne may require personal information to establish eligibility or submit applications on the clients' behalf. The client is responsible for the personal information they choose to provide. Sending personal information via email or uploading onto a computer is not always secure and cannot guarantee privacy. We do not sell your personal information to other companies. We do not transfer your personal information to other companies.

## **Attics (Blown Fibres)**

We require clear access to the attic hatch. If attic hatches are in a closet all items must be removed from the closet (clothing, shoes, etc) and any shelving which may be in the way temporarily removed. All items which may be stored within the attic space must also be temporarily removed.

Dust fallout is inevitable during insulating and removal operations.

## **Spray Polyurethane Foam**

Work areas must be dry and clear of all obstructions, debris, or stored items for our installers to access service areas. HD Horne Sprayfoam & Insulation Ltd. is not responsible for overspray that resides on surrounding items that were not removed by homeowner prior to servicing. Please ensure that adequate ventilation is provided/available when necessary. If items are unable to be moved from the work area, the homeowner has the obligation to inform the associates so we can prepare the work area accordingly. HD Horne Sprayfoam & Insulation Ltd. is not liable for the occurrence of spray polyurethane foam not adhering to the application area due to conditions beyond our control. In the event the applied spray foam does not adhere due to conditions beyond our control, all repair work will be charged in addition on the invoice accordingly. Additional rates are at the discretion of HD Horne Sprayfoam & Insulation Ltd. service rates vary including general labour. As of 2022 general labour service rates start at \$105.00 plus taxes.

All sprayed polyurethane foam is subject to a tolerance on a quarter of an inch irrespective of how the quote/contract/work order/purchase order was/is presented (ex. R-Value). Application of sprayfoam will be applied on a nominal value. Upon manufacturing and installing the insulation on site, the R-value is between R6-R7 per inch depending on the environmental factors. The long-term thermal resistance becomes R5.7/inch if less than 4 inches are sprayed; 4 inches or more, the long-term thermal resistance becomes R6/inch. Documents including estimates and invoices from HD Horne Sprayfoam & Insulation Ltd. record R-values based on the value at the stage of application. It is the duty of the homeowner or contractor to consult with inspectors to confirm the R-value specifics prior to installation. The homeowner/contractor is liable to compensate for additional insulation required upon inspection if there was no indication from the homeowner or contractor that the Sprayfoam applied had to be based on long-term thermal resistance prior to application.

## **Wall Retrofit**

Interior and exterior "Drill and Fill" is invasive; please move all furnishing, remove all fixtures and pictures/artwork from the walls to be insulated. The holes drilled into the drywall are typically 3" in diameter and the finishing of these holes is up to the customer. Existing lath and plaster walls are particularly prone to cracking and spalling at the hole locations. Every effort is made to control this; however, every hole will not necessarily be 3" diameter. Please ensure that all blinds or drapes are removed from the room. This process is naturally dusty. HD Horne Sprayfoam & Insulation Ltd. is not responsible to clean or dispose the dust residue that may linger.

## Delay Clause

Some applications are weather-dependent, HD Horne Sprayfoam & Insulation Ltd. will not be responsible or liable to any other trades that might be scheduled nor for project deadline delays in the event of inclement weather, and other unforeseen circumstances. This will be at our discretion. We will make every attempt to have this rescheduled as quickly as possible. Inclement weather and unforeseen circumstances include but are not limited to:

- Closed, or unsafe road conditions (ex. The Malahat)
- Forces of nature "Force Majeure"

Neither HD Horne Sprayfoam & Insulation Ltd. or its subcontractors or employees are responsible or liable for any failure to perform its obligations under this contract, if it is prevented or delayed in performing those obligations by an event of Force Majeure or any event that could not be reasonably foreseeable. These events include but are not limited to:

- Acts of God
- Expropriation of any facilities or equipment
- Changes in the federal or provincial law
- War, riot or act of terror
- Rebellion
- Unusually severe weather or natural disaster
- Fires, explosion or other catastrophic events
- Strikes, lockouts or other employee acts
- Quarantine, both recommended self-isolation or orders from the applicable Public Health
- Disruptions to the Supply Chain due to Government shutdowns/mandates: including but not limited to Province, National, or Global declared epidemics/pandemics
- Any Province wide state of emergency, including but not limited to Province, National, or Global declared epidemics/pandemics
- Mandatory Government Shut Down

All schedules in-regards to any delays will be openly communicated once the work is able to continue. Continuance of the work is fully dependent on the cause for the delay, and shall be subject to federal or provincial government and agency recommendations, as well as supply chain ability to continue supply.

HD Horne Sprayfoam & Insulation Ltd. is not liable for damages, extra costs, delayed schedules, incomplete areas of work, or delay in other trade contractors work as a result of the above conditions.

Should you have any questions, please contact us at 250.882.4629 where a customer service administrator will happily assist you.

## Rebates

HD Horne Sprayfoam & Insulation Ltd. is a proud registered program contractor for multiple provincial and federal rebate programs. Although we will do our best to provide up to date, accurate information on rebates, we will not be liable for:

- Rebate programs that have expired
- Rebate programs that have exhausted funds and no longer provide rebates
- Rebate programs that have declined your application
- The amount of rebate granted differs from the amount expected

Estimates are only approximations for the amount the home owner will pay for the insulation services. Invoices may be altered to reflect the accurate amount the home owner will be charged for insulation services. Should the estimate reflect calculations of rebates for the expected jobs, these are amounts calculated to the best of our knowledge but are not guaranteed to be the actual amounts approved by rebate programs.

In the event *Clean BC* refuses to recover 60-95% of costs for their income qualifier program, the home owner will be liable to compensate, ensuring the invoice is paid in full.

HD Horne Sprayfoam & Insulation Ltd. will provide assistance with rebate applications by providing required documents and customer service to the home owner.

## Overdue Payments

It is the responsibility of the homeowner to ensure payments are made in full in a timely manner. Payments are due upon receipt when insulation services are completed. It is not the responsibility of HD Horne to remind the homeowner of overdue invoices. If payments are not completed within 28 days, HD Horne may seek legal action to pursue a lien on the property serviced as well as proceed with a legal hearing. HD Horne will seek payment in full via the legal system, any fees incurred throughout the legal process will be placed as responsibility of the homeowner as well as loss in profit should HD Horne take time away from assisting other clients to tend to hearings.