



**WARRANTY  
TERMS AND CONDITIONS**

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## Warranty – Our Customer Promise

HD Horne Sprayfoam & Insulation Ltd. (HD Horne) is a family owned and operated company based on South Vancouver Island. We are a fully in house insulation operation consisting of leaders in thermal and acoustical batt and blown insulation as well as closed cell sprayfoam insulation. Our team members are experienced, skilled and committed specialists that have built HD Horne a reputation of integrity within the community. We value our team, ensuring all members have adequate safety workplace training and protective clothing/equipment. We stand behind our quality products and services as we are committed to reliable, high-quality workmanship for our customers.

### Satisfaction Warranty

Our goal is for our customers to have 100% satisfaction. To express our commitment, we offer a one-year construction/retrofit warranty from the date of completion.

In the event of a valid warranty claim we shall, in our discretion, either:

- perform such repairs or replacements as necessary to cure the defect; or
- credit or refund the sum necessary to repair or replace the defect to a maximum of the contract price.

These remedies are the sole and exclusive remedies under this warranty and our entire liability for a breach of the warranty set out herein. Except for the warranties set forth above, we make no condition or warranty with respect to the materials and workmanship provided. Please refer to the terms and conditions below that apply to your installation. If you have any questions, please call our office at 1-250-882-4629.

### Warranty Terms and Conditions

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.

Our warranties include the right for HD Horne Sprayfoam & Insulation Ltd. to repair or replace any defective insulation or material at its own cost and no cost to you. To initiate the warranty, customers must make their claim within 30 days and payment must be made in full. Customers accept it is HD Horne's discretion whether to repair, replace or reimburse for insulation services. Costs of the repair/retrofit cannot exceed the costs of the initial installation. If the customer chooses to pay via credit card, a 3% fee will be added to the payee. This credit card fee will not be included in the reimbursement costs for any services as this was a convenience charge at the discretion of the customer with no relevancy or relation to the services/products provided. The warranty is non-transferable and additional terms and conditions may be stated on HD Horne's estimate.



For greater certainty, the warranty covers only material defects in our materials or workmanship and will not apply in the event of any damage or loss arising directly or indirectly, in whole or in part, from the customer failing to prepare the property for material delivery or installment, not following appropriate measures to maintain the insulation, if the materials have been subject to abuse, accident, act of god, abnormal environmental conditions or altered by a third party.

Structural/aesthetic 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 HD Horne.

HD Horne Sprayfoam & Insulation Ltd. is committed to providing quality service and products to our customers while meeting expectations. To ensure that you are ready for our insulation team, we provide the following additional information.

## General Terms and Conditions for HD Horne's Products and Services

These terms supersede any prior written or oral agreement, understanding, representation or promise, and any preprinted or standard terms and conditions contained in customer's request for quote, purchase order, invoice, order acknowledgment, or similar document. These terms may not be amended, supplemented, changed or modified except by written agreement signed by an authorized representative of HD Horne.

### General

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.

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 customer's properties, however we are not liable for any damage caused from operating our vehicles on the property. Damages include but are not limited to – 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 vehicles are operating.

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

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).



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

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/pests and alterations, deletions or additions made by the customer or third parties under this agreement or any warranties. In any event, HD Horne'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 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.

### Pipes

In circumstances where pipes exist in a work area and are needed to be moved to provide services, HD Horne will work as diligently as possible. It is the responsibility of the customer to assess pipes prior to insulation services to ensure pipes do not leak or need maintenance. Any maintenance that should take place must occur prior to insulation services. Customers should take photos and videos of the current working conditions of the pipes. Should leaks be noticed after insulation services, HD Horne will request documentation proving pipes were in good working condition prior to our services. With appropriate proof, HD Horne will be able to cover expenses to resolve the source of the leak.

### Roofs

It is the responsibility of the customer to assess the attic prior to insulation services to ensure there are no leaks or maintenance requirements. Any maintenance must occur prior to insulation services. It is not the responsibility of HD Horne to replace the insulation that has been stomped down during service work performed after insulation services were installed.

### Electrical

In any part of the home where insulation is being installed, the customer must ensure electrical is in good working order and there is no need for maintenance. Should electric wires be impacted after insulation services, HD Horne is happy to arrange for an electrician to arrive on site for an inspection.



Based on the results, should the reasoning for the impaired electrical wires be at the fault of HD Horne, we are happy to pay for the electrical inspection and resolution.

Should the results determine the electrical wiring was loose the begin with, then it is the customer's responsibility to pay for the electrical inspection and the services as needed for repair. Electrical services must be in good working order prior to our attendance, HD Horne is not liable to pay for the repair of loose electrical wiring as this is not considered to be good working order. HD Horne is not responsible for the disconnecting/re-connecting of any wires or plugs in the service area that impede the insulation.

### Modular Home Siding

When HD Horne quotes to sprayfoam the exterior crawlspace walls in a modular home, this entails sprayfoam services to be applied directly to the skirting panels of the modular home. Sprayfoam is considered a permanent product so the skirting panels will be locked into place permanently. It is the customer's responsibility to upgrade or maintenance any skirting panels prior to insulation services.

### Soffits

Should any crawlspace panels be made of vinyl soffits, or soffits be present in attic spaces sprayfoam will expand through the micro holes and may spill into the exterior side. As sprayfoam is meant to expand to fill nooks/crannies/penetrations, the preventing of this activity is inevitable. HD Horne will work as diligently as possible to minimize any mess that may occur however the customer should be aware there is a risk of sprayfoam expanding out of these areas and depending on the accessibility from the outside, may not be accessible for HD Horne to clean.

### Material Delivery

HD Horne is not liable for damages or theft of the material if any occur while it is on site. Should material be damaged or stolen at any capacity, it will be the responsibility of the customer to pay for replacement of the material along with any additional delivery fees. The customer should ensure there is a secured, weather safe storage area where material can be stored until services are performed. HD Horne is not liable should the replacement of the material cause for a delay in beginning insulation services. Should the customer request delivery of material prior to securing a date for insulation services, HD Horne reserves the right to invoice the customer for material that will be sitting on a job site. Any surplus materials remaining after completion of the job shall remain property of HD Horne and no credit is due to customer with respect to such excess material.

### 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 prior to our arrival. Dust and old insulation falling out 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 customer 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 customer has the obligation to inform the associates at least 24 hours beforehand so we can prepare the work area accordingly and discuss a contents manipulation charge.

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 January 2024 general labour service rates start at \$150.00 plus taxes per hour.

All sprayed polyurethane foam is subject to a tolerance of 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 customer to consult with inspectors to confirm the R-value specifics prior to installation. The customer is liable to compensate for additional insulation required upon inspection if there was no indication from the customer that the Sprayfoam applied had to be based on long-term thermal resistance prior to application.

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

## Wall Retrofit

Interior and exterior “drill and fill” is invasive; please move/cover 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.

Customers acknowledge that by proceeding with a drill and fill method, a vapour barrier will not be installed in the process, resulting in potential moisture, mold, and condensation problems. Gravity will pull down the insulation over time so the walls will still inevitably have an air gap in the top portion, reducing its effectiveness long term.



## 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 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.

If at any time HD Horne deems the work site unsafe, we shall notify the place of work of the conditions and reschedule accordingly. HD Horne, and its affiliates, will not be held liable for damages, extra costs, delayed schedules, incomplete areas of work, or delay in other trade contractors work because of these conditions.





## Machine/Equipment Rental

HD Horne may rent specific machinery or equipment to complete insulation services. In this case, the estimated costs associated with the rentals will be detailed on the estimate. The customer is welcome to rent their own machine and equipment for us to complete the scope of work. HD Horne is not liable for any damage caused to or by the machine/equipment. Our recommendation to rent for the scope of work is our best professional advice, however, should for any reason the machine or equipment not assist as expected for the services, the customer is still responsible to compensate for the rental.

## Minimum Charges and Cancellation Notice

The minimum charge for insulation services is \$1,500.00 plus GST. HD Horne requires a minimum cancellation/rescheduling notice of 3 business days prior to the scheduled appointment for services. Failure to confirm the appointment or provide adequate notice to reschedule or cancel the appointment may result in a fee up to \$1,500.00 plus GST regardless of the kind of services or the amount of services booked.

It is the customer's responsibility to ensure due diligence is made to confirm, cancel or reschedule the appointment in a timely manner. New appointments booked within a short timeframe within the 3 business days are considered confirmed.

## Rebates/Financial Funding

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

- Rebate/funding programs that have expired
- Rebate/funding programs that have exhausted funds and no longer provide funding
- Rebate/funding programs that have declined your application
- The amount of rebates or financial funding that differs from the amount expected

Estimates are only approximations for the amount the customer will pay for the insulation services. Invoices may be altered to reflect the accurate amount the customer 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/financial programs.

Some rebate programs and financial funding grants require estimates to reflect specific lingo in order to dictate the eligibility of the work for rebates/grants. HD Horne Sprayfoam & Insulation is not liable should the wording or descriptions on the estimate not match with the program's wording or descriptions needed to determine if a customer is eligible.

In the event *Clean BC* refuses to recover 60-95% of costs for their income qualifier program, the customer 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 customer but I not liable for mistakes or misinformation presented.

### Overdue Payments

It is the responsibility of the customer 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 customer 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. Should HD Horne seek payment in full via the legal system, any fees incurred throughout the legal process will be placed as responsibility of the customer as well as loss in profit should HD Horne take time away from assisting other customers to tend to hearings. 5% Interest compounded monthly will be charged on all overdue invoices starting at 30 days and will continue until payment is made in full. Interest will also be applied to overdue invoices where the customer has a policy to provide payment in 90 days.

### Protection of Privacy

Contact information is required to communicate and organize estimates, projects, invoices and payments. If a customer needs assistance with rebates, HD Horne may require personal information to establish eligibility or submit applications on the customer's behalf. The customer is responsible for the personal information they choose to provide. Sending personal information via email, text 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.

Any information from documentation such as invoices or estimates from HD Horne are considered confidential. Customers do not have permission to share these documents or information from these documents with third parties nor on public platforms. Should a customer share any information without HD Horne's consent, they may be liable for breaching confidential information. HD Horne reserves the right to pursue legal action should a customer share confidential information or documentation (estimates, invoices etc) to a third party or to a social platform.