

CertainTeed CERTA^{PRO}[™] Commercial Fiber Glass Insulation

Limited One-Year Fiber Glass Insulation Warranty

What and who is covered and for how long

CertainTeed Corporation (CertainTeed), subject to the conditions and limitations listed herein, warrants its CERTA^{PRO}[™] brand fiber glass insulation to be free from manufacturing defects, including defects related to the material or to the design of the insulation, for one year following the date of installation. This warranty is extended to and may be enforced only by the building owner for whom the insulation is installed. It is not transferable by the building owner.

CertainTeed will correct the defect or supply replacement insulation, at its election, free of charge, for any insulation proven to be suffering from one of the foregoing defects during the above-stated warranty period following installation, up to a maximum liability which shall be equal to the cost of the insulation required to replace the defective product, but CertainTeed shall in no event be liable for any labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement insulation except to the extent CertainTeed, at its election, corrects rather than replaces the insulation determined to be defective.

How to make a claim

To obtain performance under this warranty, the original customer, installation contractor, or insulation supplier shall notify CertainTeed in writing of any defect promptly following its discovery and shall submit with such notice proof of date of purchase and installation in order to provide CertainTeed an opportunity to investigate the claim and examine the material claimed to be defective. Notification shall be provided to CertainTeed Corporation, PO Box 860, Valley Forge, Pennsylvania 19482, Attention: IG Technical Services Department. CertainTeed shall then promptly inspect the claimed defect and if such examination does disclose a defect covered by this warranty, shall, within a reasonable period of time after inspection, either correct or replace the defective insulation subject to the terms set forth above.

Limitations

1. CertainTeed shall have no liability under this warranty for:
 - a. Defects or failure caused by improper storage or by installation of the insulation not in strict adherence with the written instructions of CertainTeed.

b. Any damage to the insulation caused by impact of foreign objects, by lightning, gale, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.

c. Defects, failure or damage caused by materials adjacent to the insulation.

d. Damage caused by alteration after completion of the installation of the insulation, whether such alteration be by structural additions, changes or replacements or by equipment installation.

2. CertainTeed reserves the right to discontinue or modify any of its insulation products without notice, and shall not be liable to the original customer, installation contractor or supplier as a result of such discontinuance or modification.
3. If CertainTeed replaces any material under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.
4. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF CERTAINTEED. PERTINENT STATE LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A BUILDING OWNER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON THEREIN. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OF CERTAINTEED IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES MAY NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty is effective on insulation installed subsequent to October 1, 1999.



CertainTeed Corporation, P.O. Box 860, Valley Forge, PA 19482, U.S.A.