PREMIUM FIBER GLASS BLOWING INSULATION CERTAINTEED CORPORATION

InsulSafe[®] SP OPTIMA[®] UltraComfort[™] TrueComfort[®] InsulSafe[®] XC TrueComfort[®] – Canada Northern White



LIMITED LIFETIME

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InsulSafe® SP OPTIMA® UltraComfort™ TrueComfort® InsulSafe® XC TrueComfort®–Canada Northem White

What and Who is Covered and for How Long

CertainTeed Corporation (CertainTeed), subject to the conditions and limitations listed herein, warrants to the original homeowner that its Premium Blowing Insulations including — InsulSafe® SP, InsulSafe® XC, OPTIMA®, UltraComfort[™], TrueComfort[®], TrueComfort[®]–Canada and Northern White — will be free from manufacturing defects during the lifetime of the original homeowner so long as he/she retains ownership of the property in which the insulation was installed. <u>This warranty is intended to cover individual</u> residences only. It is not applicable to insulation installed in a building not used as an individual residence.

CertainTeed will correct the defect or supply replacement insulation, at its election, free of charge, for any insulation proven by CertainTeed to be suffering from one of the foregoing defects during the above-stated warranty period following original installation, up to a maximum liability which shall be equal to the original cost of the insulation required to replace the defective product. However, 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.

In the event the original homeowner sells the residence in which the insulation was installed, the coverage provided by this warranty will be transferred to the subsequent owner and will be limited in duration to 20 (twenty) years from the date of the original installation of the insulation.

How to Make a Claim

To obtain performance under this warranty, the original homeowner (or the subsequent property owner), installation contractor or insulation supplier must notify CertainTeed in writing of any defect promptly following its discovery and must submit with such notice the proof of date of purchase and installation in order to provide CertainTeed an opportunity to investigate the claim and examine the insulation claimed to be defective. Notification must be provided to CertainTeed Corporation, P.O. Box 860, Valley Forge, PA 19482, USA, Attention: IG Sales & Marketing. The homeowner (or subsequent property owner) must give CertainTeed or its authorized representative access to the property in order to perform the inspection. CertainTeed will promptly inspect the claimed defect and if such examination does disclose a defect covered by this warranty, CertainTeed will, 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, 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 homeowner (or subsequent property owner), installation contractor or supplier as a result of such discontinuance or modification.
- 3. If CertainTeed replaces any insulation 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.

THIS WARRANTY CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT AN ORIGINAL HOMEOWNER (OR THE SUBSEQUENT PROPERTY OWNER) MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT(S) COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT(S) BY THE ORIGINAL PURCHASER.

This warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

Any payments made by CertainTeed pursuant to this warranty are in U.S. dollars.

This warranty is effective on insulation installed subsequent to August 1, 2011

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CertainTeed Corporation Professional: 800-233-8990 P.O. Box 860 Consumer: 800-782-8777 Valley Forge, PA 19482 **www.certainteed.com/insulation**

