



# FOAMULAR® NGX®

## EXTRUDED POLYSTYRENE (XPS) INSULATION

### Lifetime Limited Warranty

Limitations on the transferability of this warranty are set forth herein.

#### Introduction

Thank you for your recent purchase of FOAMULAR® Extruded Polystyrene (XPS) Foam Insulation ("XPS Foam Insulation") manufactured by Owens Corning Foam Insulation, LLC ("Owens Corning").

We believe we manufacture the highest quality XPS Foam Insulation products and that is why we stand behind them with one of the best warranties in the industry. Please note, however, that the terms contained here are subject to change without notice. If anything in this lifetime limited warranty is not clear, please call us at 1-800-GET-PINK® or visit our website at [www.foamular.com](http://www.foamular.com).

#### Who Is Covered

This lifetime limited warranty is offered to the original Purchaser and may not be transferred by the original Purchaser to any other person or entity, by contract, operation of law, or transfer of the property into which the XPS Foam Insulation is installed.

#### What Is Covered

Owens Corning, subject to the conditions and limitations set forth herein, warrants that its XPS Foam Insulation shall, from the date of installation and for the life of the home or building in which originally installed, when such XPS Foam Insulation shall have been properly installed and when subject to normal and proper use:

- be free from defects in material and/or workmanship that materially affect its performance in the home or building in which originally installed;
- meet performance requirements of ASTM C578 and CAN/ULC-S701; and
- retain at least 90% of its advertised R-value\*

Owens Corning's obligations under this lifetime limited warranty will only take effect if the XPS Foam Insulation is installed (including both the original installation and reuse installation) in typical building and construction assemblies in strict accordance with all applicable Owens Corning specifications, recommendations and guidelines that were in effect at the time of such installation.

XPS Foam Insulation shall only be placed into an assembly where the moisture transport mechanism is well understood and determined to be acceptable in accordance with accepted engineering analytical practice.

**\*THIS PART OF THE LIFETIME LIMITED WARRANTY IS APPLICABLE ONLY TO XPS FOAM INSULATION PRODUCT PRODUCED AFTER JULY 1, 2010.**

\* R-value means resistance to heat flow. The higher the R-value the greater the insulating power.

#### Remedy

If, during the lifetime limited warranty period and because of a covered defect in material or manufacturing, the XPS Foam Insulation is determined by sampling and tests (conducted as provided below) to not meet any of the performance requirements stated above, as Purchaser's sole remedy, Owens Corning will deliver to the Purchaser a quantity of equivalent Owens Corning product to replace the non-performing XPS Foam Insulation product or, at Owens Corning's sole discretion, refund to the Purchaser the original purchase price of the non-performing XPS Foam Insulation product.

OWENS CORNING'S TOTAL LIABILITY/COST HEREUNDER, FOR THE LIFE OF THE LIFETIME LIMITED WARRANTY, IS LIMITED TO, AND CAPPED AT, THE ORIGINAL PURCHASE PRICE OF THE XPS FOAM INSULATION PRODUCT.

#### What Is Not Covered

This lifetime limited warranty does not apply to and Owens Corning shall not be liable for any cause not expressly covered herein. This lifetime limited warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this lifetime limited warranty include failures or defects in the XPS Foam Insulation caused by:

- causes beyond normal and proper use including, but not limited to, acts of God, war or terrorism, fire, flood, wind or other weather damage, exposure to chemicals or the environment; or
- failures or distortions in the building structure, or improper installation of neighboring products; or
- failure to install the XPS Foam Insulation strictly in accordance with Owens Corning's published installation instructions for the XPS Foam Insulation product; or
- failure to install the XPS Foam Insulation in compliance with all applicable building codes; or
- damage to the XPS Foam Insulation caused by alterations made after completion of installation, including but not limited to structure changes, equipment installation, or other modifications; or
- non-manufacturing defects, including but not limited to improper storage, improper maintenance, neglect, accident, casualty, vandalism or misuse of the XPS Foam Insulation, or any other cause that disturbs or disrupts the XPS Foam Insulation as installed; or
- any costs incurred by Purchaser that are not authorized in writing, and in advance, by Owens Corning.

Further, this lifetime limited warranty does not apply to and Owens Corning shall not be liable for the compatibility of any other product (including, but not limited to adhesives or coatings) with the XPS Foam Insulation product.

This lifetime limited warranty shall be voided if, in Owens Corning's judgment, either damage or alteration of the Product (without prior Owens Corning written approval) has impaired Product performance.



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#### Limitations on Coverage

THIS WRITTEN LIFETIME LIMITED WARRANTY IS PURCHASER'S EXCLUSIVE LIFETIME LIMITED WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO THE PURCHASER OF OWENS CORNING XPS FOAM INSULATION PRODUCTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

THE LIFETIME LIMITED WARRANTY PROVIDED IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES EXPRESSED OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE EXPRESS LIFETIME LIMITED WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

OWENS CORNING DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/ OR REPLACE PRODUCT, INCREMENTAL HEATING, COOLING OR SIMILAR COSTS, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS LIFETIME LIMITED WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some states do not allow limitations on how long an implied lifetime limited warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to Purchaser. This lifetime limited warranty gives Purchaser specific legal rights and Purchaser may also have other rights which vary from state to state.

#### Claims Process & Right of Inspection

To make a claim under this lifetime limited warranty, Purchaser needs to do so within thirty (30) days after Purchaser discovers the problem. Call us at 1-800-GET-PINK® or send us a letter addressed to Owens Corning, Customer Response Center, One Owens Corning Parkway, Toledo, Ohio 43659. Explain the problem and include proof of purchase for the Product and the date it was installed. Shortly after we receive Purchaser communication, we will contact Purchaser regarding the claim and will walk Purchaser through the entire process. To fully evaluate the claim, we may require that testing be done on the product as specified in the Insulation Testing section of this lifetime limited warranty. If the XPS Foam Insulation is repaired or replaced before Owens Corning has made a determination on the claim, the claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the XPS Foam Insulation. If requested by Owens Corning, Purchaser shall provide Owens Corning with reasonable access, during normal business hours, for the purpose of conducting an inspection of the XPS Foam Insulation.

If Purchaser has any questions, write us at the address above, call 1-800-GET-PINK® or visit our website at [www.owenscorning.com](http://www.owenscorning.com).

#### Insulation Testing

All sampling shall be conducted in accordance with sampling procedures prescribed by Owens Corning, and samples of the XPS Foam Insulation product shall only be taken in the presence of an authorized Owens Corning representative. Testing shall be conducted in conformance with the testing protocols as defined by ASTM C578 and CAN/ULC-S701.

#### Sampling requirements:

- All sampling and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Purchaser's sole expense.
- The samples selected shall be representative of the XPS Foam Insulation product in question and product label should be provided to Owens Corning representative when available.
- Samples must be of sufficient size to represent the product issue in question (shall be validated by and discussed with an Owens Corning representative).
- The exact location of sampling shall include the material in question and shall be validated by and discussed with an Owens Corning representative.
- All sampling shall be done in the presence of an Owens Corning representative.
- All testing shall be conducted at an accredited lab or equivalent.

#### Modification of this Limited Lifetime Warranty

This lifetime limited warranty shall not be changed, modified or extended.

No statement or recommendation made or assistance given by Owens Corning, or its representatives, either oral or in any literature or other documentation, to Purchaser or any other persons in connection with the purchase, use or installation of the XPS Foam Insulation product by or for the Purchaser, shall constitute a waiver by Owens Corning of any provision hereof or affect Owens Corning's liability as defined in this warranty.

#### Mandatory Arbitration

To the extent permitted by applicable law, Owens Corning and Purchaser agree to arbitrate all disputes and claims arising out of or relating to this lifetime limited warranty or the XPS Foam Insulation ("Dispute"). This lifetime limited warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within thirty days after Notice is received, Purchaser or Owens Corning may commence an arbitration case, but the arbitrator is bound by the terms of this lifetime limited warranty. The arbitration shall be governed



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by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this lifetime limited warranty, and shall be administered by the AAA.

#### **PURCHASER AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.**

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

#### **PURCHASER AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.**

Further, Purchaser agrees that the arbitrator may not consolidate proceedings of more than one person's claim and may not otherwise preside over any form of a representative or class proceeding.

#### **Governing Law and Forum**

This lifetime limited warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "Arbitration" provision in this lifetime limited warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

#### **Savings and Severability**

To the extent that this lifetime limited warranty is inconsistent with applicable law, this lifetime limited warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this lifetime limited warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this lifetime limited warranty to effect the original intent of the parties as closely as possible while rendering the term and this lifetime limited warranty fully legal and enforceable. If a term in this lifetime limited warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this lifetime limited warranty, leaving the remainder of this lifetime limited warranty enforceable.

**Effective Date:** November 2024

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**OWENS CORNING FOAM INSULATION, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OH 43659 USA

**1-800-GET-PINK®**  
[www.owenscorning.com](http://www.owenscorning.com)