

## LIFETIME LIMITED WARRANTY

# Fiberglass Building Insulation

#### WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed LLC (CertainTeed), subject to the conditions and limitations listed herein, warrants to the original homeowner (purchaser) that its Building Insulation (excluding products which are covered by separate warranties) will be free from manufacturing defects, including defects related to the material or to the design of the insulation, during the lifetime of the original purchaser so long as he/she retains ownership of the property in which the insulation was installed. This warranty is intended to cover individual 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 to be suffering from one of the foregoing defects during the abovestated 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. 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 purchaser 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 installation of the insulation.

#### **HOW TO MAKE A CLAIM**

To obtain performance under this warranty, the original customer (or the subsequent property owner), 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 insulation claimed to be defective. Notification shall be provided to CertainTeed LLC, 20 Moores Road, Malvern, Pennsylvania 19355, Attention: IG Sales & Marketing. 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, 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 (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.

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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 CONSUMER/HOMEOWNER 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, DISTRIBUTOR OR DEALER 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 August 1, 2021.

