

LIMITED ONE YEAR WARRANTY

Non-Residential Fiberglass Building Insulation

WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed LLC (CertainTeed), subject to the conditions and limitations listed herein, warrants its CertainTeed brand fiberglass insulation, including InsulPure™, InsulSafe® SP, OPTIMA®, ToughGard® Duct Liners, ToughGard® Duct Board, Ultra*Duct® Black Duct Board, and SoftTouch™ and WideWrap Duct Wraps to be free from manufacturing defects for one year following the date of installation. This limited warranty is intended to cover only insulation installed in buildings not used as residences. It is not applicable to insulation installed in individual, multi-family or mixed-use residences. CertainTeed will correct the defect or supply replacement insulation, at its election, free of charge, for any insulation proven by CertainTeed to be defective 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. In no event shall CertainTeed 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 provides replacement insulation.

This limited warranty is provided to and may be enforced only by the original building owner for whom the insulation is installed. It is not transferable by the original building owner to any subsequent building owner.

HOW TO MAKE A CLAIM

To obtain performance under this limited warranty, the original building owner, installation contractor, or insulation supplier shall notify CertainTeed in writing of any claimed 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, 20 Moores Road, Malvern, PA 19355, Attention: IG Technical Services Department. CertainTeed then will promptly inspect the claimed defect and if such inspection does disclose a defect covered by this limited warranty, CertainTeed, within a reasonable period of time after the inspection, shall either correct or replace the defective insulation subject to the terms set forth above.

LIMITATIONS

- CertainTeed shall have no liability under this limited warranty for:
 - Defects or failure caused by improper storage or by installation of the insulation not in strict adherence with the written instructions of CertainTeed.
 - 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.
 - Defects, failure or damage caused by materials adjacent to the insulation.
 - 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.
- In the event that the CertainTeed insulation product which has been installed is either duct liner or duct board, CertainTeed shall have no liability under this limited warranty caused by or resulting from the cleaning of the duct liner or duct board, unless the cleaning is performed in accordance with NAIMA AH-122 (North American Insulation Manufacturers Association, Cleaning Fibrous Glass Insulated Air Duct Systems).
- 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.
- If CertainTeed replaces any material under this limited 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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5. THIS DOCUMENT 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 A BUILDING 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 LIMITED 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 LIMITED WARRANTY EXCEED THE COST OF THE PRODUCT(S) DETERMINED TO BE DEFECTIVE OR IN SITUATIONS WHERE CERTAINTEED OPTS TO CORRECT THE DEFECTIVE PRODUCT(S), THE MAXIMUM LIABILITY WILL BE THE COST TO MAKE SUCH CORRECTION.

This limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

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

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

This limited warranty is effective on insulation installed subsequent to August 1, 2021.



CertainTeed

CEILINGS • DECKING • FENCE • GYPSUM • INSULATION • RAILING • ROOFING • SIDING • TRIM
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