

## Coverage

CertainTeed Corporation (CT) warrants that the thermal insulation R-Value of its family of FlintBoard® polyisocyanurate foam insulation products (FlintBoard) will not at any time after the first (1st) year of purchase, but prior to the start of the twentieth (20th) year after purchase, diminish to less than eighty percent (80%) of the published R-Value of the FlintBoard at the time of purchase. This Limited Warranty is expressly made subject to the following terms, conditions and limitations:

## Warranty Limited to One Evaluation

Owner agrees that the Limited Warranty is based on an evaluation of FlintBoard as hereinafter set forth, and that the FlintBoard may be evaluated for R-Value only one time during the time period for which this Limited Warranty is made. Owner agrees and understands that the FlintBoard may not be evaluated each year and that the Limited Warranty applies only to the results of the initial test performed on the product.

## Proof of Purchase

As a condition precedent to recovery under this Limited Warranty, owner agrees to retain the original Proof of Purchase of FlintBoard product (sales receipt) and to submit the same to CT when filing a claim. The original Proof of Purchase (sales receipt) must clearly establish that it relates to the FlintBoard which is the subject of the claim.

## Warranty and Limitation of Remedies

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 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 FLINTBOARD 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 THE FLINTBOARD PRODUCT 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 FLINTBOARD PRODUCT OR THIS WARRANTY EXCEED THE COST TO THE OWNER OF THE FLINTBOARD PRODUCT OF THE ORIGINAL INSTALLATION. IN NO EVENT SHALL CT BE LIABLE FOR ANY DAMAGES OR EXPENSES RELATED TO THE REMOVAL OR REPLACEMENT OF THE FLINTBOARD OR ANY COVERINGS OVER THE FLINTBOARD. 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 OR PROVINCE TO PROVINCE.

## Limitations of Coverage

CT shall not be liable for and this Limited Warranty does not apply to: (a) FlintBoard which has been damaged, abused, misused, punctured, crushed, or improperly applied or installed; (b) FlintBoard which has been harmed by use or environmental conditions such that the foam cells have been ruptured by excessive heat, cold and/or humidity; (c) FlintBoard wherein the moisture content as shown by the moisture content test taken on the sample at the time of evaluation indicates an excess of three percent (3%) moisture by weight; (d) FlintBoard which has not been handled, stored or used according to the instructions outlined on CT labels or CT product literature in effect at the date of sale; or (e) any other cause not related to manufacturing defects.

## Evaluation of R-Value and Notice of Claim

If at any time after the first (1st) year from the date of purchase of the FlintBoard, but prior to the twentieth (20th) year, owner decides to evaluate the FlintBoard R-Value, owner shall notify CT in writing at CertainTeed Roofing Products Group, Technical Services Department, 20 Moores Road, Malvern, PA 19355, (800) 396-8134 x2 at least sixty (60) days prior to the removal of the installed samples. Owner agrees that a CT representative shall monitor and choose the sampling places, the testing facility and the testing procedures. Owner agrees, at its own expense, to remove samples, replace and repair the sample area, and have tests made on the FlintBoard only in the presence of a CT representative. Owner further agrees that a moisture content test shall also be performed under the above terms and conditions and that owner shall be responsible for all costs involved in connection therewith. If the owner removes or damages the FlintBoard prior to the scheduled sampling, this Limited Warranty shall be void. All testing of the insulation samples will be conducted at a NAVLP certified independent testing laboratory approved by CT. Results of the testing will be final and binding on all parties concerned.

**Limitation of Liability**

If the test results of the FlintBoard samples as determined by the independent testing laboratory verify that the R-Value has fallen below eighty percent (80%) of CT published specifications in force at the time of the original sale, CT will reimburse owner a percentage of owner's original purchase price of FlintBoard product pursuant to the following schedule:

Year(s) After	Percent Reimbursement Of Priginal Purchase	Year(s) After	Percent Reimbursement Of Priginal Purchase
1-10	100%	16	40%
11	90%	17	30%
12	80%	18	20%
13	70%	19	10%
14	60%	20	0%
15	50%		

THE AMOUNT ORIGINALLY PAID FOR THE FLINTBOARD BY THE OWNER SHALL BE EVIDENCED BY THE ORIGINAL PROOF OF PURCHASE. IN NO EVENT SHALL THE AMOUNT OF ANY LIABILITY AND/OR REIMBURSEMENT OF CT UNDER THIS LIMITED WARRANTY BE GREATER THAN THE ORIGINAL PURCHASE PRICE OF THE FLINTBOARD.

**Transferability of Warranty**

This Limited Warranty may be transferred to a subsequent owner only if CertainTeed's Technical Services Department is notified at the above listed Malvern address within thirty (30) days of real estate title transfer and upon payment of the applicable transfer fee to CT. Failure of the owner or subsequent owner to transfer this Limited Warranty pursuant to these stated conditions terminates CT's warranty obligations and the Limited Warranty will be voided.

**Note: Not more than one claim may be filed on any one building.**

**Condition Pertaining to Warranty Effectiveness**

This Limited Warranty shall become effective following complete installation of the FlintBoard and payment in full to the roofing contractor. Should a dispute arise between any of the parties (contractor, owner, CT) as to whether or not the contractor was paid in full, CT will hold the Limited Warranty in abeyance until such time as the parties agree that this condition has been satisfied.

**Agreement to Binding Arbitration**

Any and all claims, disputes and other matters in question that may occur between owner, the contractor, and/or CT, arising out of, in connection with, or relating to this Limited Warranty or breach thereof, shall be submitted to BINDING ARBITRATION for resolution. The arbitration shall be conducted by the American Arbitration Association under its Construction Industry Arbitration Rules then in effect, unless the parties mutually agree otherwise. This agreement to arbitrate shall be specifically enforceable under the Federal Arbitration Act, 9 U.S.C. § 2 or the applicable state arbitration laws. The award rendered by the arbitrator shall be final, and judgment may be entered upon such award in accordance with applicable law in any court having jurisdiction thereof.

**Inspection**

CT does not practice engineering or architecture. Issuance of this Limited Warranty or roof inspections made by CT or an authorized agent of CT does not constitute an approval of the roof, roof design plans or specifications, or construction or installation of the roof. Roof designs, construction plans or installation of the roof system should be approved by owner or owner's professional.