

LIMITED LIFETIME WARRANTY

ToughGard™ R Fiber Glass Duct Liner CertainTeed

WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed (CertainTeed), subject to the conditions and limitations listed herein, warrants to the original homeowner (purchaser) that its ToughGard™R Duct Liner product will be free from manufacturing defects, including defects related to the material or to the design of the duct liner, during the lifetime of the original purchaser so long as he/she retains ownership of the property in which the duct liner was installed. This warranty is intended to cover individual residences only. It is not applicable to duct liner installed in a building not used as an individual residence.

CertainTeed will correct the defect or supply replacement duct liner, at its election, free of charge, for any duct liner proven to be suffering from one of the foregoing defects during the above-stated warranty period following installation, up to a maximum liability which shall be equal to the cost of the duct liner 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 duct liner except to the extent CertainTeed, at its election, corrects rather than replaces the duct liner determined to be defective.

In the event the original purchaser sells the residence in which the duct liner 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 duct liner.

HOW TO MAKE A CLAIM

To obtain performance under this warranty, the original customer (or the subsequent property owner), installation contractor or duct liner 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 duct liner 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

1. CertainTeed shall have no liability under this limited 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. 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).
3. 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.
4. 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.

LIMITED LIFETIME WARRANTY

Non-Residential Fiberglass Building Insulation

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 gives you specific legal rights, and you may also have other rights which vary from state to state.

This warranty is effective on ToughGard R Duct Liners installed subsequent to August 1, 2021.



CertainTeed

CEILINGS • DECKING • FENCE • GYPSUM • INSULATION • RAILING • ROOFING • SIDING • TRIM
20 Moores Road, Malvern, PA 19355 800-233-8990 certainteed.com

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