



## ThermalStar® X-Grade® and X-Grade® GX Limited Lifetime Product Warranty

Atlas EPS, A DIVISION OF ATLAS ROOFING CORPORATION, ("Atlas EPS"), warrants ThermalStar® X-Grade® for the life of the home or building on which it is originally installed the following:

- The representative thermal insulation value will not vary more than ten (10) percent from the published R-Value.
- The product will meet the physical performance requirements within ten (10) percent of the minimum requirements per published Type of ASTM C578-12.
- The product will maintain a termite resistance of seven (7) or greater per AWPA E7.

If the product fails to perform as defined in these warranty limits as determined by the samples and testing set forth below, Atlas EPS will, subject to the terms and conditions below, refund to the owner of the building ("Owner") the original purchase price of the nonperforming product. The total expense for Atlas EPS for the duration of this Limited Lifetime Warranty shall be limited to the original purchase price of the product.

### .....TERMS AND CONDITIONS

**PROOF OF PURCHASE:** As a condition precedent to recovery under this Limited Lifetime Warranty, Owner agrees to retain documentary proof of purchase(s)... (sales receipts, purchase orders, etc.) and to submit these documents to Atlas EPS in the event of a claim under this Limited Lifetime Warranty.

**HANDLING AND INSTALLATIONS:** Atlas EPS product(s) must be handled and installed according to the instruction outlined in its product literature. Atlas EPS will not be liable for any breach of this Limited Lifetime Warranty if the product is improperly installed or is abused, misused, or damaged due to the failure of any other building component. This Limited Lifetime Warranty is effective only if the product is used for the particular purposes recommended in the Atlas EPS product literature. This Limited Lifetime Warranty shall be void if in the judgment of Atlas EPS, the product's performance has been compromised by abuse, misuse, damage or by alteration without prior written consent by Atlas EPS.

**SOLE WARRANTY:** THIS LIMITED LIFETIME WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY ATLAS EPS AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS LIMITED LIFETIME WARRANTY. This Limited Lifetime Warranty contains all of the provisions of your remedies from Atlas EPS. Atlas EPS' liability is limited to the provisions of this Limited Lifetime Warranty, whether any claim against Atlas EPS is based upon strict liability, negligence, breach of warranty or any other theory or cause of action. No agent, salesperson, employee or representative of Atlas EPS is empowered to change, alter or amend this Limited Lifetime Warranty either orally or in writing.

**LIMITATION OF ATLAS EPS LIABILITY:** Obligations under this Limited Lifetime Warranty are applicable to product(s) manufactured by Atlas EPS after December 31st, 2013. This Limited Lifetime Warranty shall only apply if the product is installed in strict accordance with all Atlas EPS specifications, recommendations and guidelines which were in effect at the time of such installation. TOTAL ATLAS EPS EXPENSE FOR THE DURATION OF THIS LIMITED LIFETIME WARRANTY SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE PRODUCT. IN NO INSTANCE SHALL ATLAS EPS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL ATLAS EPS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE OR BUILDING UPON WHICH THE ATLAS EPS PRODUCT IS APPLIED, ITS CONTENTS, OR OCCUPANTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

**INSULATION TESTING:** If at any time within this Limited Lifetime Warranty period, the Owner detects a decline in the product's performance, (s)he shall notify Atlas EPS in writing within sixty (60) days. Owner agrees at Owner's expense to take samples of the insulation in accordance with Atlas EPS' sampling procedures and to test the product to determine the performance of interest for the product. Testing of the product samples shall be in accordance with the applicable ASTM or AWPA standard. All sampling related costs (including, but not limited to costs of product, its removal and repair costs) shall be at the Owner's expense. Procurement of samples must be witnessed by an Atlas EPS representative. All testing of the product samples will be conducted at a NVLAP certified independent testing laboratory, approved by Atlas EPS. Results of the testing will be final and binding on all parties concerned.

**COMPLETE AGREEMENT:** This Limited Lifetime Warranty includes the complete and exclusive agreement between the Buyer/Owner and Atlas EPS, and supersedes any and all prior, oral or written, agreements or representations, made by or between them.