

ATLAS ROOFING CORPORATION ("Atlas") warrants that the thermal insulation R-Value of its family of ACFoam® polyisocyanurate foam insulation products ("ACFoam®") will not at any time after the first (1<sup>st</sup>) year after purchase, but prior to the start of the twentieth (20<sup>th</sup>) year after purchase, diminish to less than eighty percent (80%) of the published R-Value of the ACFoam® at the time of purchase. This Warranty is expressly made subject to the following terms, conditions and limitations:

**TERMS AND CONDITIONS:**

- 1. WARRANTY LIMITED TO ONE EVALUATION:** Buyer agrees that the Limited Warranty is based on an evaluation of ACFoam® as hereinafter set forth, and that the ACFoam® may be evaluated only one time during the time period for which this Limited Warranty is made. Buyer agrees and understands that the ACFoam® may not be evaluated each year, and that the Limited Warranty applies only to the results of the initial test performed on the product.
- 2. PROOF OF PURCHASE:** As a condition precedent to recovery under this Limited Warranty, buyer agrees to retain the original proof of purchase of ACFoam® product (sales receipt) and to submit the same to Atlas in the event of filing a claim hereunder. The original proof of purchase (sales receipt) must clearly establish that it relates to the Atlas ACFoam® which is the subject of the evaluation.
- 3. SOLE WARRANTY:** THIS LIMITED WARRANTY IS EXCLUSIVE AND LIMITS AS TO DURATION ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE TIME PERIOD STATED ABOVE. ATLAS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THE IMPLIED WARRANTY SET FORTH HEREIN. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM ATLAS. ATLAS' LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY. WHETHER ANY CLAIM AGAINST ATLAS IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.
- 4. LIMITATIONS OF COVERAGE:** Atlas shall not be liable for and this Limited Warranty does not apply to:
  - A.** ACFoam® which has been damaged, abused, misused, punctured, crushed or improperly applied or installed
  - B.** ACFoam® 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.** ACFoam® 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.** ACFoam® which has not been handled, stored, or used according to the instructions outlined on Atlas labels or Atlas product literature in effect at the date of sale
- 5. HOW TO MAKE EVALUATION OF R-VALUE AND CLAIM:** If at any time after the first (1<sup>st</sup>) year from the date of purchase of the ACFoam®, but prior to the twentieth (20<sup>th</sup>) year, buyer decides to evaluate the ACFoam®

R-Value, he shall notify Atlas in writing at the address shown below at least sixty (60) days prior to the removal of the installed samples. Buyer agrees that an Atlas representative shall monitor and choose the sampling places, the testing facility, and the testing procedures. Buyer agrees, at its own expense, to remove samples, replace and repair the sample area, and have tests made on the ACFoam® only in the presence of an Atlas representative. Buyer further agrees that a moisture content test shall also be performed under the above terms and conditions and that buyer shall be responsible for all costs involved in connection therewith. If the buyer removes or damages the ACFoam® prior to the scheduled sampling, this Limited Warranty shall be null and void. All testing of the insulation samples will be conducted at a NAVLP certified independent testing laboratory approved by Atlas. Results of the testing will be final and binding on all parties concerned.

- 6. LIMITATION OF LIABILITY:** If the test results of the ACFoam® samples verify that the R-Value has fallen below eighty percent (80%) of Atlas published specifications in force at the time of the original sale, Atlas will reimburse buyer a percentage of buyer's original purchase price of ACFoam® product pursuant to the following schedule:

YEAR(S) AFTER PURCHASE TESTED	1-10	11	12	13	14	15	16	17	18	19	20
PERCENT (%) REIMBURSEMENT OF ORIGINAL PURCHASE PRICE	100	90	80	70	60	50	40	30	20	10	0

THE AMOUNT ORIGINALLY PAID FOR THE ACFOAM® BY THE BUYER SHALL BE EVIDENCED BY THE ORIGINAL PROOF OF PURCHASE. IN NO EVENT SHALL THE AMOUNT OF ANY LIABILITY AND/OR REIMBURSEMENT OF ATLAS BE GREATER THAN THE ORIGINAL PURCHASE PRICE. IN NO INSTANCE SHALL ATLAS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL ATLAS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE OR BUILDING UPON WHICH THE ACFOAM® 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.

- 7. ASSIGNMENT OF LIMITED WARRANTY:** The original purchaser of the ACFoam® shall be deemed the "buyer." The buyer may transfer this warranty to new buyers of the building only when title to the real estate is transferred; however, not more than one claim may be filed on any one building.
- 8. AUTHORITY TO BIND ATLAS:** No agent, sales person, employee or other representative of Atlas is empowered to change, alter or amend this Limited Warranty unless by written document signed by a duly authorized officer of Atlas.

*Fill in all information on the date of purchase and retain this Limited Warranty and your proof of purchase (sales receipt) until you have need to register a claim.*

**DO NOT MAIL UNLESS YOU ARE REGISTERING A CLAIM:** To register a claim, copy this form and mail to:

**ATLAS ROOFING CORPORATION**  
**Corporate Sales and Marketing**

Attention: Technical Services  
 2000 RiverEdge Parkway, Suite 800  
 Atlanta, GA 30328

Buyer's Name: \_\_\_\_\_

Date ACFoam® Purchased: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Buyer's Telephone Number: (\_\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_

Address of Building Where ACFoam® is Applied: \_\_\_\_\_ STREET

CITY

STATE

ZIP CODE

2000 RiverEdge Parkway, Suite 800, Atlanta, Georgia 30328

Atlasroofing.com



CONNECTING FUNCTION WITH FACILITY