

ATLAS ROOFING CORPORATION (“Atlas”) warrants that the representative thermal insulation value of the product(s) listed below will not vary more than ten (10) percent from the published R-Value, for a period of fifteen (15) years from the date of manufacture printed on the product. If the thermal insulation value of a product listed below has varied more than ten (10) percent from the published R-Value as determined by the samples and testing set forth below, Atlas will, subject to the terms and conditions below, refund to the owner of the building (“Owner”) the original purchase price of the nonperforming product. Atlas’ total expense for the duration of this fifteen-year Limited Warranty shall be limited to the original purchase price of the insulation.

TERMS AND CONDITIONS:

- 1. PROOF OF PURCHASE:** As a condition precedent to recovery under this Limited Warranty, Owner agrees to retain documentary proof of purchase(s)... (sales receipts, purchase orders, etc.) and to submit these documents to Atlas in the event of a claim under this Limited Warranty.
- 2. HANDLING AND INSTALLATIONS:** Atlas insulation(s) must be handled and installed according to the instructions outlined in its product literature. Atlas will not be liable for any breach of this Limited Warranty if the insulation is improperly installed or is abused, misused or damaged due to the failure of any other building component. This Limited Warranty is effective only if the insulation is used for the particular purposes recommended in the Atlas product literature. This Limited Warranty shall be void if in Atlas’ judgment, the insulation’s performance has been compromised by abuse, misuse, damage, or by alteration without prior written consent by Atlas.
- 3. SOLE WARRANTY:** THIS LIMITED 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 AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS LIMITED WARRANTY. This Limited Warranty contains all of the provisions of your remedies from Atlas. Atlas’ liability is limited to the provisions of this Limited Warranty, whether any claim against Atlas 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 is empowered to change, alter or amend this Limited Warranty either orally or in writing.
- 4. LIMITATIONS OF ATLAS LIABILITY:** Obligations under this Limited Warranty are applicable to insulation(s) manufactured by Atlas after June 30, 2013. This Limited Warranty shall only apply if the insulation is installed in strict accordance with all Atlas specifications, recommendations and guidelines which were in effect at the time of such installation. TOTAL ATLAS EXPENSE FOR THE DURATION OF THIS LIMITED WARRANTY SHALL BE LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE INSULATION. 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 ATLAS INSULATION 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.
- 5. INSULATION TESTING:** If at any time within this Limited Warranty period, the Owner detects a decline in the insulation’s R-Value, he shall notify Atlas in writing within sixty (60) days. Owner agrees at Owner’s expense to take samples of the insulation in accordance with Atlas’ sampling procedures and to test the insulation to determine the actual R-Value of the insulation. Testing of the insulation samples shall be in accordance with ASTM Test Method C 518 or such other test method as is then in effect. All sampling related costs (including, but not limited to costs of insulation, its removal and repair costs) shall be at the Owner’s expense. Procurement of samples must be witnessed by an Atlas representative. All testing of the insulation samples will be conducted at a NVLAP certified independent testing laboratory, approved by Atlas. Results of the testing will be final and binding on all parties concerned.
- 6. COMPLETE AGREEMENT:** This Limited Warranty includes the complete and exclusive agreement between the Buyer/Owner and Atlas, and supersedes any and all prior, oral or written, agreements or representations, made by or between them.

THE FOLLOWING PRODUCTS ARE COVERED BY THIS WARRANTY:

- EnergyShield[®]
- EnergyShield[®] Pro
- EnergyShield[®] Ply Pro
- EnergyShield[®] Ply
- EnergyShield[®] CGF
- EnergyShield[®] CGF Pro
- EnergyShield[®] PanelCast[™]
- EnergyShield[®] PanelCast[™] Tri-Lam
- EnergyShield[®] XR