

# LIMITED WARRANTY

INSULATION Mechanical and Industrial Products

#### WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed LLC (CertainTeed) warrants that the Products listed below will be free from manufacturing defects if installed according to our applicable installation instructions and subject to the terms, conditions and limitations of this limited warranty. Should CertainTeed determine that the Product contains a manufacturing defect, CertainTeed, at its sole discretion, will repair or provide replacement Product for the defective Product. In addition, CertainTeed has the option to provide a refund based on the original purchase price of the amount of Product determined to be defective.

	Lifetime Limited Warranty, Residential	One Year Limited Warranty, Non-Residential
InsulPure™ Duct Wrap	✓	✓
ToughGard Duct Liner	✓	✓
SoftTouch™ Fiber Glass Duct Wrap	✓	✓
Ultraduct™ Black Duct Board	✓	✓
Commercial Board and OEM Panel		✓
Rigid Liner Board/AcoustaBoard Black	✓	✓

#### For Lifetime Limited Warranty Products, Residential:

The limited warranty remains in effect for the lifetime of the original homeowner as long as the original homeowner retains ownership of the property in which the Product was installed. The lifetime warranty is available only to homeowners residing in individual residences, including multi-family properties, condominiums and cooperatives, where the Product is installed.

#### For One-Year Limited Warranty Products, Non-Residential Uses:

For insulation installed in non-residential or commercial buildings, the limited warranty is effective for one (1) year from the date of installation.

#### **TRANSFERABILITY**

#### For Lifetime Limited Warranty Products, Residential:

If within twenty (20) years of Product installation, the original homeowner sells or transfers the residence in which the Product was installed, the coverage provided by this limited warranty will be transferred to the first subsequent homeowner and will be limited in duration to twenty (20) years from the date of the original installation of the Product.

#### For One Year Limited Warranty Products, Non-Residential Uses:

The coverage under this limited warranty is not transferable.

#### WHAT THE CUSTOMER MUST DO

To obtain performance under this limited warranty, the original homeowner, first subsequent homeowner or non-residential owner must notify CertainTeed in writing of any claimed defect promptly following its discovery and must 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 Product claimed to be defective. Notification must be provided to CertainTeed, 20 Moores Road, Malvern, Pennsylvania 19355, Attention: IG Technical Services Department. CertainTeed will inspect the claimed defect, and may request or send a company representative to obtain samples for analysis and if such examination does disclose a defect covered by this limited warranty, CertainTeed either will, at their sole discretion, repair or replace the defective Product subject to the terms set forth above.

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### **LIMITATIONS**

This Limited Warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage caused by events beyond its control, including but not limited to:

- Lightning, hailstorm, tornado, hurricanes, acts of God, earthquake, fire, explosion, flood or falling objects, or water infiltration.
- Adhesives, paints, coatings, biocides, encapsulants, or other chemicals.
- · Material adjacent to the Product.
- Distortion, cracking or other failure or movement of the walls, duct work or foundation of the building.
- Structural changes, alterations or additions, or by the installation of equipment to the building after the Product was installed.
- Misuse, abuse, neglect, or improper transportation, handling or storage of the Product.
- · Improper installation or installation not in accordance with CertainTeed's installation instructions published at the time of original installation.
- Impact, including such things as tools or equipment.
- · Vandalism or acts of war or terrorism.
- · Animals or insects.
- Any other cause not a result of a manufacturing defect in the Product.

CertainTeed reserves the right to discontinue or modify any of its Products and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in comparison to the original Product. If CertainTeed replaces any material under this 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.

#### **EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES**

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING 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 JURISDICTION 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 COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND THE DOCUMENTED LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCT.

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.

All payments made by CertainTeed pursuant to this limited warranty are in U.S. dollars.

This limited warranty is effective for Products installed on or after August 1, 2021.

