



# LIFETIME LIMITED WARRANTY FOR **FOAMULAR®** EXTRUDED POLYSTYRENE (XPS) INSULATION

*Limitations on the transferability of this warranty are set forth herein.*

## **Introduction**

Thank you for your recent purchase of Owens Corning™ FOAMULAR® Extruded Polystyrene (XPS) Foam Insulation products ("Product") manufactured by Owens Corning Foam Insulation, LLC ("Owens Corning"). We believe we manufacture the highest quality XPS Foam Insulation products and that is why we stand behind them with one of the best warranties in the industry. We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, the terms contained herein are subject to change without notice. If anything in this warranty is not clear to you, please call us at 1-800-GET-PINK® or visit our Web site at [www.foamular.com](http://www.foamular.com).

## **Who Is Covered**

If you live in the United States or Canada and you are the original consumer purchaser, (e.g., the homeowner or building owner, not the installer or contractor) or the first transferee from the original consumer purchaser ("Purchaser"), you are entitled to the benefits of this warranty.

## **What Is Covered**

Owens Corning Foam Insulation, LLC ("Owens Corning") hereby warrants that Product, for the lifetime of the Product:

- Are free from defects in material and/or workmanship that materially affect the performance of the Product in the building in which originally installed
- Meet performance requirements of ASTM C578 and CAN/ULC-S701 and maintain those physical properties advertised at the time of purchase for the lifetime of the Product
- Will retain at least 90 percent (%) of their advertised R-value for the lifetime of the Product

If the Product is determined by sampling and tests (conducted as provided below) to not meet any of the performance requirements stated above, as Purchaser's sole remedy, Owens Corning will deliver to the Purchaser of the building on which the Product was initially installed a quantity of equivalent Owens Corning product to replace the non-performing Product or, at Owens Corning's sole discretion, refund to the Purchaser the original purchase price of the non-performing Product. Total cost to Owens Corning for the life of the warranty will be limited to the original purchase price of the Product.

This warranty is applicable only to Product produced after July 1, 2010. Owens Corning's obligations under this warranty will only take effect if Product is installed (including both the original installation and reuse installation) in typical building and construction assemblies in strict accordance with all applicable Owens Corning specifications, recommendations and guidelines which were in effect at the time of such installation. Owens Corning Product shall only be placed into an assembly where the moisture transport mechanism is well understood and determined to be acceptable in accordance with accepted engineering analytical practice.

## **What Is Not Covered**

Owens Corning does not warrant the compatibility of any other product (including, but not limited to adhesives or coatings) with the Product. Owens Corning does not assume and specifically disclaims any and all liability for any indirect, incidental, special, exemplary, punitive or consequential damages, including but not limited to labor costs to remove and/or replace Product, incremental heating, cooling or similar costs and any other harm to persons or property.

This warranty does not cover:

- Product damaged due to improper or faulty installation of the product—installation must be in accordance with our written installation instructions and comply with local building codes.
- Any problems with non-defective material caused by conditions or handling beyond our control, including but not limited to acts of God, fire, flood, wind or other weather damage, improper storage or installation, misuse, negligence, exposure to chemicals or the environment or failures or distortions in the building structure.
- Any costs that you incur which are not authorized in advance by Owens Corning.

This warranty provided is in lieu of all other guarantees and warranties expressed or implied, including the warranties of merchantability and fitness for a particular purpose which are hereby expressly excluded. This warranty shall not be extended or altered except by written instrument signed by Owens Corning and the Purchaser. There are no warranties or guarantees which extend beyond the description set forth in this warranty.

This warranty shall be voided if, in Owens Corning's judgment, either damage or alteration to the Product (without prior Owens Corning written approval) have impaired Product performance. No statement or recommendation made or assistance given by Owens Corning, or its representatives, either oral or in any literature or other documentation, to Purchaser or any other



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persons in connection with the purchase, use or installation of the Product by or for the Purchaser, shall constitute a waiver by Owens Corning of any provision hereof or affect Owens Corning's liability as defined in this warranty.

## Claims Process

To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. Call us at 1-800-GET-PINK® or send us a letter addressed to Owens Corning, Customer Response Center, One Owens Corning Parkway, Toledo, Ohio 43659. Explain the problem and include proof of purchase for the Product and the date it was installed. Shortly after we receive your communication, we will contact you regarding your claim and will walk you through the entire process. To fully evaluate your claim, we will require that testing be done on the product as specified in the Insulation Testing section of this warranty. If you have any questions, write us at the address above, call 1-800-GET-PINK® or visit our Web site at [www.foamular.com](http://www.foamular.com).

## Insulation Testing

All sampling shall be conducted in accordance with sampling procedures prescribed by Owens Corning, and samples of the Product shall only be taken in the presence of an authorized Owens Corning representative. Testing shall be conducted in conformance with the testing protocols as defined by ASTM C 578 and CAN/ULC-S701.

## Sampling requirements:

- All sampling and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Purchaser's sole expense.
- The samples selected shall be representative of the Product in question
- A minimum of three samples shall be selected
- The samples shall be two foot square for the full thickness
- The exact location of sampling shall be at the discretion of the building owner, or his/her representative
- All sampling shall be done in the presence of an Owens Corning representative
- All testing shall be conducted at a NVLAP accredited lab or equivalent

## Limitations

**THIS WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WHETHER BY STATUTE, AT LAW OR IN EQUITY AND IS LIMITED IN LENGTH TO THE EXPRESS WARRANTY PROVIDED ABOVE UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.**

**THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF OWENS CORNING FOAMULAR® PRODUCTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE TERMS CONTAINED WITHIN THIS WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE.**

**WE ARE NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING LABOR TO REMOVE AND/OR REPLACE PRODUCT, DAMAGE TO YOUR HOME OR BUILDING CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.**

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

R-value means resistance to heat flow. The higher the R-value the greater the insulating power.



**OWENS CORNING FOAM INSULATION, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO 43659  
**1-800-GET-PINK®**  
[www.owenscorning.com](http://www.owenscorning.com)

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