



BUILDING TRUST



ECOMAXci® Wall Solution Limited Material Warranty

The ECOMAXci® Wall Solution, provided by Rmax, a business unit of Sika Corporation (“Rmax”), combines the performance of ECOMAXci® FR Air Barrier rigid insulation and R-SEAL 2000 LF and/or R-SEAL 6000 Flashings.

The ECOMAXci® Wall Solution provides thermal performance based on ASTM C518 criteria, decreased air penetration, and heightened moisture resistance within steel framed wall assemblies based on ASTM E2357 and ASTM E331 criteria. With proper care and installation, the ECOMAXci® Wall Solution enables owners and designers to satisfy insulation thermal performance, NFPA 285 (Fire), air retardation and water-resistive barrier requirements in a single solution.

The Limited Material Warranty for the ECOMAXci® Wall Solution offered by Rmax as set forth below (“Limited Material Warranty”) is solely for the benefit of the registered owner of the building or structure in which the Rmax products were installed as of the date of the installation of the ECOMAXci® Wall Solution (the “Owner”).

LIMITED MATERIAL WARRANTY:

[1] GENERAL TERMS, CONDITIONS, LIMITATIONS, AND EXCLUSIONS.

The following general terms, conditions, limitations, and exclusions shall apply to the Rmax products that comprise the ECOMAXci® Wall Solution (“General Conditions”):

- a. This Limited Material Warranty is non-transferable.
- b. The warranty and the warranty period for each Rmax product that comprises the ECOMAXci® Wall Solution are different as set forth below for each respective Rmax product (“Warranty Period”).
- c. The Owner shall be entitled to not more than one claim per Rmax product that comprises the ECOMAXci® Wall Solution for the Warranty Period.
- d. This Limited Material Warranty shall only apply to the Rmax ECOMAXci® Wall Solution products described herein.
- e. No warranty is made with respect to (i) failure of a product or damage to the structure due to the failure to follow technical literature or installation instructions provided by Rmax, or (ii) failure due to improper design or construction by the engineer, architect, or contractor.
- f. Under no circumstances will Rmax be liable for the improper application of the products and/or poor workmanship regardless of whether a Rmax employee(s) is present at the time of a product(s) installation. The cost of repairs and/or replacement of a product(s) arising from the improper installation of Rmax product(s) and/or faulty workmanship, including but not limited to improper preparation, alteration of product(s), improper storage, use of non-approved materials, or any deviations from Rmax’s Data Sheet(s), shall be the sole responsibility of Owner.
- g. While an internal insulation not supplied by Rmax can be installed between the studs of the steel framed wall assemblies utilizing the ECOMAXci® Wall Solution, such internal insulation or related products shall not be covered by this Limited Material Warranty. Rmax does not warrant, and expressly disclaims any warranty, implied or expressed, with respect to the effectiveness of those products or their compatibility with the ECOMAXci® Wall Solution.
- h. Rmax does not warrant the compatibility of any other product (including but not limited to any roofing membrane or coatings) incorporated with or used in conjunction with the ECOMAXci® Wall Solution or the compatibility of the ECOMAXci® Wall Solution therewith, and does not assume, but rather expressly disclaims any liability under any theory of law arising out of the installation or performance of, or damages sustained by or caused by, products not furnished by Rmax. Further, Rmax does not assume, but rather expressly disclaims, any liability for incremental heating, cooling or similar costs and any other harm to persons or property. Building and/or construction practices unrelated to building materials can greatly affect moisture and the potential for mold formation. No supplier, including Rmax, can give assurance that mold will not develop in any specific system or product.
- i. Wall assemblies must meet the design criteria tested in accordance with and described in ASTM E2357 and E331 in order for each product in the ECOMAXci® Wall Solution to qualify for this Limited Material Warranty.
- j. To the extent a Rmax product that comprises the ECOMAXci® Wall Solution is determined to be defective, the Owner agrees that Rmax’s maximum liability shall be limited to the purchase price or replacement of that product, exclusive of any labor costs.

- k. THIS LIMITED MATERIAL WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY.
- l. NOTWITHSTANDING ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY, NO OTHER WARRANTIES, EXPRESS OR IMPLIED, SHALL APPLY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.
- m. RMAX SHALL NOT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE.
- n. RMAX SHALL NOT BE RESPONSIBLE FOR THE USE OF RMAX PRODUCTS IN A MANNER TO INFRINGE ON ANY PATENT OR ANY OTHER INTELLECTUAL PROPERTY RIGHTS HELD BY OTHERS.
- o. Any claim with respect to this Limited Material Warranty must be made in accordance with Rmax's claims procedures set forth herein and be submitted in writing to Rmax at 13524 Welch Rd., Dallas, TX 75244. All matters covered by this Limited Material Warranty shall be construed and governed in accordance with the laws of the State of Texas, without regard to its conflicts of law or choice of law principles and venue for any action shall be in Dallas, Texas. As consideration for this Limited Material Warranty, the Owner hereby waives any right to trial by jury.
- p. Any deviation from the criteria set forth in this Limited Material Warranty relieves Rmax from any obligation or liability.

[2] ECOMAXci® FR AIR BARRIER RIGID INSULATION LIMITED 6-MONTH EXPOSURE WARRANTY AND 15-YEAR THERMAL WARRANTY

- a. The General Conditions set forth above shall apply to Rmax's ECOMAXci® FR Air Barrier Rigid Insulation 6-Month Limited Exposure Warranty and Limited 15-Year Thermal Warranty.
- b. Rmax warrants ECOMAXci® FR Air Barrier Rigid Insulation for six (6) months from the date of manufacture to be free from manufacturing defects and meet the technical properties on the current Product Data Sheet even when exposed to outdoor elements so long as it is used within the product's shelf life, and stored and installed in accordance with Rmax's specifications, recommendations, guidelines and instructions.
- c. The terms of the Limited 15-Year Thermal Warranty are set forth in Rmax's Limited 15-Year Thermal Warranty for Insulation Products, a copy of which is provided with this Limited Material Warranty and is available at www.rmax.com.
 - i. Rmax's obligations under this Limited Warranty are only applicable to products manufactured by Rmax after January 1, 2012 and will only take effect if installed in strict accordance with all applicable Rmax specifications, recommendations and guidelines which were in effect at the time of such installation.
 - ii. The ECOMAXci® FR Air Barrier Rigid Insulation Limited 15-Year Thermal Warranty shall be null and void if, in Rmax's sole judgment, (i) the insulation's performance has been impaired by either damage to or alterations, abuse or misuse of the product or the ECOMAXci® Wall Solution, (ii) the product or the ECOMAXci® Wall Solution is removed prior to the scheduled sampling, (iii) the insulation has been harmed as a result of environmental conditions involving excessive heat, cold and/or humidity, or (iv) the moisture content testing indicates an excess of three percent (3%) moisture by weight with respect to the product or the ECOMAXci® Wall Solution. NOTWITHSTANDING ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY, IN NO EVENT WILL RMAX BE LIABLE FOR ANY OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING LABOR COSTS, OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIVIDUAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH COSTS, EXPENSES OR DAMAGES WERE FORESEEABLE.
 - iii. INSULATION TESTING. All sampling shall be conducted in accordance with sampling procedures prescribed by Rmax, in its sole discretion, and samples of the product or the ECOMAXci® Wall Solution shall only be taken in the presence of an authorized Rmax representative. Testing of product or ECOMAXci® Wall Solution samples shall be in accordance with
 - iv. ASTM Test Method C518, or the then closest Rmax-approved effective equivalent thereof. Samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including, but not limited to, costs of insulation covering removal, replacement, and repair) shall be at Owner's sole cost and expense. Owner further agrees that a moisture content test shall also be performed under the above terms and conditions and that Owner shall be responsible for all costs and expenses involved therewith. Results of the testing will be final and binding on all parties concerned and not subject to challenge.
- d. ADDITIONAL EXCLUSIONS. In addition to any other exclusions provided herein, Rmax shall not be liable for:
 - i. IMPROPER STORAGE & INSTALLATION. Damage to ECOMAXci® FR Air Barrier rigid insulation because the product is not stored or installed in accordance with Rmax's instructions. These instructions are available by calling 1-800-527-0890.
 - ii. NON-THERMAL PERFORMANCE ISSUES. Damage to ECOMAXci® FR Air Barrier rigid insulation resulting from causes other than normal weather conditions, including, without limitation, improper handling and installation, extreme heat, cold, and/ or humidity, impact of falling objects, vandalism, earthquake, hurricane, flood, fire, hailstorm or high wind, cascading roof/ floor water, ponding water or immersion in water

- iii. STRUCTURAL FAILURE OR DISTORTION. Damage to ECOMAXci® FR Air Barrier rigid insulation caused by failure or distortion in the walls or foundation of the structure, including settling of the building or movement of framing components.

[3] R-SEAL 2000 LF LIMITED 6-MONTH EXPOSURE WARRANTY AND LIMITED 10-YEAR WATER RESISTANCE WARRANTY

- a. The General Conditions set forth above shall apply to Rmax's R-SEAL 2000 LF Limited 6-Month Exposure Warranty and Limited 10-Year Water Resistance Warranty.
- b. When used and installed in conjunction with Rmax's ECOMAXci® FR Air Barrier rigid insulation, as defined in the ECOMAXci® Wall Solution, and subject to the terms, exclusions and conditions set forth herein, Rmax shall warrant:
 - i. that for a period of six (6) months from date of purchase, R-SEAL 2000 LF will be free of defects in material and workmanship, and perform to Rmax's published physical property specifications even when exposed to outdoor elements if installed in strict accordance to Rmax's installation procedures ("Limited 6-Month Exposure Warranty"); and
 - ii. for a period of ten (10) years from date of purchase, R-SEAL 2000 LF shall meet the water resistance acceptance criteria documented in the "Acceptance Criteria for Foam Plastic Sheathing Panels Used as Water-Resistive Barriers," AC71, AATCC Test Method 127, with the exception that the hydrostatic head of 21.6 inches (55 cm) shall be reduced to a hydrostatic head of 5 inches (12.7 cm) ("Limited 10-Year Water Resistance Warranty").
- c. ADDITIONAL EXCLUSIONS. In order to qualify for the Limited 6-Month Exposure Warranty and/or the Limited 10-Year Water Resistance Warranty, the installation of R-SEAL 2000 LF must be performed in conjunction with Rmax's ECOMAXci® FR Air Barrier rigid insulation product within a properly designed and constructed ECOMAXci® Wall Solution following applicable codes and accepted industry standards in effect at the time of such installation. Subject to all terms, exclusions and conditions set forth herein, Rmax products determined by Rmax to be defective will be replaced at no charge to Owner by Rmax. NOTWITHSTANDING ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY, IN NO EVENT SHALL RMAX BE LIABLE FOR ANY OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LABOR COSTS OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIVIDUAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH COSTS, EXPENSES OR DAMAGES WERE FORESEEABLE.

[4] R-SEAL 6000 FLASHINGS LIMITED 6-MONTH EXPOSURE WARRANTY

- a. The General Conditions set forth above shall apply to Rmax's R-SEAL 6000 Flashings.
- b. When used and installed in conjunction with Rmax's ECOMAXci® FR Air Barrier rigid insulation, as defined in the ECOMAXci® Wall Solution, and subject to the terms, exclusions and conditions set forth herein, Rmax shall warrant:
 - i. that for a period of six (6) months from date of purchase, R-SEAL 6000 will be free of defects in material and workmanship and perform to Rmax's published physical property specifications even when exposed to outdoor elements if installed in strict accordance to Rmax's installation procedures ("R-SEAL 6000 Flashings Limited 6-Month Exposure Warranty").
- c. ADDITIONAL EXCLUSIONS. In order to qualify for the Limited 6-Month Exposure Warranty, the installation of R-SEAL 6000 Flashings must be performed in conjunction with Rmax's ECOMAXci® FR Air Barrier rigid insulation product within a properly designed and constructed ECOMAXci® Wall Solution following applicable codes and accepted industry standards in effect at the time of such installation. Subject to all terms, exclusions and conditions set forth herein, Rmax products determined by Rmax to be defective will be replaced at no charge to Owner by Rmax. NOTWITHSTANDING ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY, IN NO EVENT SHALL RMAX BE LIABLE FOR ANY OTHER COSTS, EXPENSES OR DAMAGES, INCLUDING, WITHOUT LIMITATION, LABOR COSTS OR ANY INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, INDIVIDUAL, SPECIAL OR PUNITIVE DAMAGES REGARDLESS OF WHETHER SUCH COSTS, EXPENSES OR DAMAGES WERE FORESEEABLE.

Rmax
A Business Unit of Sika Corporation
13524 Welch Road
Dallas, Texas 75244
972-387-4500 / 972-387-4673 (Fax)
www.rmax.com / email: rmax@rmax.com