



LIMITED THERMAL
15 YEAR
WARRANTY

Rmax Operating, LLC ("Rmax") hereby warrants that for a period of fifteen (15) years, commencing with the date of manufacture printed on the product, that the insulation's actual thermal resistance for all the products listed below will not vary by more than [ten percent (10%)] from its published R-value. If the insulation is determined by sampling and tests (conducted as provided below) to not meet the foregoing limited warranty value, Rmax will, as determined in Rmax's sole discretion, either deliver to the owner ("Owner") of the building on which the insulation was initially installed a quantity of equivalent Rmax product to replace the non-performing insulation or refund to the Owner the original purchase price of the non-performing insulation, as set forth in the proof of purchase (the sales receipt) (or if no proof of purchase exists, the lowest purchase price at which the product was sold by Rmax since the manufacture of the warranted product). This limited warranty shall be non-transferable, except in conjunction with the transfer of ownership of the building on which the insulation was initially installed; provided, however, that not more than one claim may be filed on any one building. Total Rmax liability for the life of this Warranty will be limited to the original purchase price of the insulation.

THIS LIMITED WARRANTY IS IN LIEU OF, AND EXPRESSLY REPLACES AND SUPERCEDES, 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 RMAX AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND, REVISE OR EXPAND THE DESCRIPTION SET FORTH IN THIS LIMITED WARRANTY. THIS LIMITED WARRANTY SHALL BE THE OWNER'S SOLE AND EXCLUSIVE REMEDY. THIS LIMITED WARRANTY CANNOT BE AMENDED, ALTERED OR MODIFIED IN ANY WAY EXCEPT IN WRITING SIGNED BY AN AUTHORIZED RMAX OFFICER. NO OTHER PERSON HAS ANY AUTHORITY TO BIND RMAX IN ANY MANNER WHETHER ORALLY OR IN WRITING.

Conditions. Rmax's obligations under this 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. This 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 (lacking prior Rmax written approval), abuse or misuse of the insulation, (ii) buyer removes the insulation prior to the scheduled sampling, (iii) harm by use or environmental conditions involving excessive heat, cold and/or humidity, or (iv) the moisture content testing indicates an excess of 3% moisture by weight.

Exclusions. Rmax does not warrant any other product (including but not limited to any wall or roofing membrane or coatings) incorporated with the insulation or the compatibility of the Rmax product therewith, and does not assume, and 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. Rmax does not assume, and expressly disclaims, any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

Insulation Testing. All sampling shall be conducted in accordance with sampling procedures prescribed by Rmax, and samples of the insulation shall only be taken in the presence of an authorized Rmax representative. Testing of insulation samples shall be in accordance with ASTM Test Method C518, or the then closest Rmax-approved effective equivalent thereof. Insulation 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 the Owner's sole expense. 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 therewith. Results of the testing will be final and binding on all parties concerned.

Claims. Must be submitted in writing to Rmax Warranty Department, 13524 Welch Rd., Dallas, TX 75244

Warranty Includes: **Thermasheath-3** **TSX-8500** **TXS-8510** **ECOMAXci**

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