



## WALL INSULATION PRODUCTS

### *Limited 15 Year Thermal Warranty*

Subject to the terms, exclusions and conditions set forth herein, Rmax Operating, LLC (“Rmax”) hereby warrants that for a period of fifteen (15) years commencing with the date of manufacture printed on the specific insulation products listed below, that the actual thermal resistance of the insulation products listed below will not vary by more than ten percent (10%) from its published R-value as of the date of manufacture of such insulation product. If any insulation product is determined by sampling and tests (conducted as provided below) to not meet the foregoing specified R-value, Rmax will either, as determined in Rmax’s sole discretion, deliver to the Owner (as defined below) a quantity of equivalent or similar Rmax insulation product to replace the non-performing insulation product or refund to Owner the original purchase price of the non-performing insulation product, 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 date of manufacture of such insulation product). This limited warranty shall inure only to the benefit of the Owner and shall be non-transferable. As used herein, “Owner” means the actual owner of the insulation product or the building or other structure in which the insulation product was installed as of the date of Rmax’s actual receipt of any claim hereunder; it being understood that no more than one claim may be made with respect to any insulation product sold or installed in any building or structure during the life of this limited warranty. Notwithstanding anything to the contrary set forth herein, the total Rmax liability for the life of this Limited Warranty shall be limited to the original purchase price of the insulation product which is determined or be non-performing.

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 OWNER’S SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO THE LIMITED WARRANTY PROVIDED HEREIN. 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 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. This Limited 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 product or insulation, (ii) the insulation product is removed prior to the scheduled sampling, (iii) harm is caused by use or by environmental conditions involving excessive heat, cold and/or humidity, or (iv) the moisture content testing indicates an excess of 3% moisture by weight with respect to the insulation product.

**Exclusions.** Rmax does not warrant any other product (including but not limited to any other wall or roofing membrane or coatings) incorporated or used with the insulation product or the compatibility of the Rmax product, 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. NOTWITHSTANDING ANYTHING HEREIN OR OTHERWISE TO THE CONTRARY, 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.

In addition, this Limited Warranty shall also not apply and Rmax shall not be liable for:

1. Improper storage and installation of the insulation product in accordance with Rmax’s instructions.
2. Non-thermal performance issues 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.
3. Structural failure or distortion caused by failure or distortion in the walls or foundation of the structure, including settling of the building or movement of framing components.
4. Any negligence, gross negligence or willful misconduct of Owner or any third party in connection with the installation of the insulation products.
5. The installation, modification or any repair to the insulation products has been or is completed by anyone other than the original installer of the insulation products.

**Insulation Testing.** All sampling shall be conducted in accordance with sampling procedures prescribed by Rmax, in its sole discretion, and samples of the insulation products 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 product samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs (including but not

limited to costs of product insulation covering removal, replacement and repair) shall be at the 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.

**Claims.** All Claims under this Limited Warranty must be made in accordance with Rmax's claims and inspection procedures and be submitted in writing to Rmax at 13524 Welch Rd., Dallas, TX 75244 prior to the expiration date of the coverage period. All other matters covered by this Limited 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. Owner hereby waives any right to trial by jury.

**Insulation Products Covered:**    ECOMAXci™    Thermasheath-3™    TSX-8500    TXS-8510    Thermasheath-SI™

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