



LIMITED WARRANTY FOR OWENS CORNING® FOAMULAR®

Air and Water Barrier System with Foam Sealed Joints for Concrete Masonry Unit (CMU) Walls

This warranty is non-transferable

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS THAT VARY FROM STATE TO STATE.

INTRODUCTION

Thank you for your recent purchase of the Owens Corning® FOAMULAR® Air and Water Barrier System with Foam Sealed Joints for Concrete Masonry Unit (CMU) Walls (the “System”) provided by Owens Corning® Foam Insulation LLC (“Owens Corning”). The System has the option to use FOAMULAR® CW-15 Foam Sealed board, Foamular® CW-25 Foam Sealed board or FOAMULAR® High-R CW Plus Foam Sealed board (individually, an “XPS Foam Board” and collectively, the “XPS Foam Boards”) in conjunction with the following component products: Owens Corning® ProPink® ComfortSeal™ Gun Foam All Season Foam Sealant and FlashSealR® Foam Flashing Tape (collectively, along with the XPS Foam Boards, the “Component Products”). We believe we manufacture the highest quality XPS foam insulation products and accessories 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. If anything in this warranty is not clear to you, please call us at 1-800-GET-PINK® or visit our website at www.foamular.com.

WHO IS COVERED

If your project is in the United States or Canada and you are the original building owner (the “Building Owner” or “you”) in which the System has been installed, you are entitled to the benefits of this warranty. This warranty may not be transferred.

HOW LONG AND WHAT IS COVERED

Owens Corning warrants that:

- The Component Products comprising the System are free from defects in material and/or workmanship that materially affect the performance of the System.
- The System meets the requirements of ASTM E2357-11, Standard Test Method for Determining Air Leakage of Air Barrier Assemblies.
- The System meets the requirements of ASTM E283-04(2012), Standard Test Method for Determining Rate of Air Leakage Through Exterior Windows, Curtain Walls, and Doors Under Specified Pressure Differences Across the Specimen.
- The System meets the requirements of ASTM E330/E330M-14, Standard Test Method for Structural Performance of Exterior Windows, Doors, Skylights and Curtain Walls by Uniform Static Air Pressure Difference.
- The System meets the requirements of ASTM E331-00(2016), Standard Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference.
- The FOAMULAR® CW-15 Foam Sealed, FOAMULAR® CW-25 Foam Sealed and FOAMULAR® High-R CW Foam Sealed Extruded Polystyrene (XPS) foam boards will retain at least 90% of its designated R-value for the lifetime of the building in which it is installed.

WHAT IS NOT COVERED

This warranty does not apply to and Owens Corning shall not be liable for any cause not expressly covered herein. This warranty does not cover problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include failures or defects in a Component Product and/or the System caused by:

- causes beyond normal and proper use including, but not limited to, acts of God, war or terrorism, fire, flood, wind or other weather damage, exposure to chemicals or the environment; or
- failures or distortions in the infrastructure to which the System is installed, or improper installation of neighboring products; or
- failure to install the System strictly in accordance with Owens Corning’s published installation instructions for the System; or
- failure to install the System in compliance with all applicable codes; or
- damage to the System caused by alterations made after completion of installation, including but not limited to infrastructure changes, equipment installation, or other modifications; or
- non-manufacturing defects, including but not limited to improper storage, improper maintenance, neglect, accident, casualty, vandalism or misuse of the System, or any other cause that disturbs or disrupts the System as installed; or
- any costs incurred that are not authorized in writing, and in advance, by Owens Corning.

Further, this warranty does not apply to and Owens Corning shall not be liable for the compatibility of any other products used in the System other than those Component Products listed in this warranty comprising the System.

This warranty shall be voided if, in Owens Corning's judgment, either damage or alteration of the System (without prior Owens Corning written approval) has impaired System performance.

REMEDY

If the performance of the System is ever materially affected during the warranty period by a defect in material or manufacturing as described herein, the Building Owner's sole and exclusive remedy, and the limit of Owens Corning's liability for the System if proven to be other than as warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract, or any other legal theory shall be, at Owens Corning's sole option, to provide Building Owner: (1) with a repair of the non-conforming System; (2) a quantity of Component Products sufficient to replace the defective System, or (3) a refund of the original purchase price of the System. The compensation is limited as follows:

- If Owens Corning decides to repair or replace the defective System, Owens Corning will compensate Building Owner only for the additional amount of Component Products required to repair or replace the defect as reasonably determined by Owens Corning.
- Owens Corning will not compensate Building Owner for the cost of labor, disposal, or any other expenses whatsoever in connection with the removal of the defective System or to install any new Component Products for the System.

INSULATION TESTING

All sampling shall be conducted in accordance with sampling procedures prescribed by Owens Corning, and samples shall only be taken in the presence of an authorized Owens Corning representative.

SAMPLING REQUIREMENTS

- All sampling and testing costs shall be at Building Owner's sole expense.
- The samples selected shall be representative of the System in question.
- A minimum of three samples shall be selected.
- All testing shall be conducted at a NVLAP accredited lab or equivalent.

COMPENSATION

Under the terms of this warranty, the manner of compensation is at Owens Corning's sole discretion and may be arranged by Owens Corning directly or issued in the form of cash settlement or material credit for Owens Corning® products. All costs must be pre-approved by Owens Corning.

CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this warranty, you must do so within thirty days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures or samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, call us at 1-800-GET-PINK® or mail written notifications to Owens Corning Foam Insulation, LLC, Attn: Foamular® Insulation/XPS Warranty Administrator, One Owens Corning Parkway, Toledo, OH 43659 and include a description of the claimed defect, along with the Building Owner's name, address, telephone number, and date of installation. If the System is repaired or replaced before Owens Corning has made a determination on the claim, the claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the System. If requested by Owens Corning, the Building Owner shall provide Owens Corning with reasonable access, during normal business hours, for the purpose of conducting an inspection of the System.

NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department or by the Owens Corning Technical Inspection Leader. Other than such an officer, attorney or Technical Inspection Leader, nobody (regardless of whether an Owens Corning employee, a contractor, an installer, a franchisee or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and Building Owner agree to arbitrate all disputes and claims arising out of or relating to this warranty or the System ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within thirty days after Notice is received, you or Owens Corning may commence an arbitration case, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claim, and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "Arbitration" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

LIMITATIONS OF COVERAGE

NO DISPUTE MAY BE BROUGHT LATER THAN 1 YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED, AFTER WHICH ALL DISPUTES ARE FOREVER BARRED.

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR DEFECTIVE SYSTEM IS FULLY DESCRIBED IN THE ABOVE SECTION "REMEDY". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING THE SYSTEM.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S 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 THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

No statement or recommendation made or assistance given by Owens Corning, or its representatives, either oral or in any literature or other documentation, to Building Owner or any other persons in connection with the purchase, use or installation of the System by or for the Building Owner, shall constitute a waiver of Owens Corning of any provision hereof or affect Owens Corning's liability as defined in this warranty.

**For further information, please call:
Owens Corning Foam Insulation, LLC
One Owens Corning Parkway
Toledo, OH 43659
1-800-GET-PINK®**

www.owenscorning.com

Pub. No. 10023448. Printed in U.S.A. March 2019.
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