

OWENS CORNING

Limited Lifetime Warranty for Fiberglas™ Insulation Batts and Fiberglas™ Insulation Rolls

INTRODUCTION

Thank you for your recent purchase of Fiberglas™ Batts (“Insulation Batts”) and/or Fiberglas™ Rolls (“Insulation Rolls”) manufactured by Owens Corning Insulating Systems, LLC. We believe we manufacture our Insulation Batts and Insulation Rolls to be of the highest quality 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.owenscorning.com. Please note that the terms contained here are subject to change without notice.

WHO IS COVERED

If you live in the United States or Canada and you are the original consumer purchaser (i.e. the homeowner or building owner, not the installer or contractor), or any transferee from the original consumer purchaser, of one of our Insulation Batts and/or Insulation Rolls products (the “Purchaser”), you are entitled to the benefits of this warranty.

WHAT IS COVERED

Owens Corning Insulating Systems, LLC (“Owens Corning”), subject to the conditions and limitations set forth herein, warrants that its Insulation Batts and Insulation Rolls shall be free from any defect in material or manufacturing that would adversely affect their R-value for the life of the building from the date of installation when such Insulation Batts and Insulation Rolls shall have been properly installed and when subject to normal and proper use.

REMEDY

- (a) If the performance of the Insulation Batts and/or Insulation Rolls is ever materially affected during the warranty period by a defect in material or manufacturing as described in the preceding paragraph, then Purchaser’s sole and exclusive remedy, and the limit of Owens Corning’s liability for Insulation Batts and/or Insulation Rolls 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 the Purchaser with (1) a quantity of Insulation Batts or Insulation Rolls sufficient to replace the defective Insulation Batts or Insulation Rolls (non-defective Insulation Batts and/or Insulation Rolls need not and will not be replaced); (2) a quantity of Insulation Batts or Insulation Rolls sufficient to bring the thermal performance of the installed Insulation Batts or Insulation Rolls up to the original intended R-value; or (3) a refund of the original purchase price of the Insulation Batts or Insulation Rolls.
- (b) OWENS CORNING’S LIABILITY HEREUNDER IS LIMITED TO, AND CAPPED AT, THE REASONABLE COST OF THE REPLACEMENT OR ADDITIONAL INSULATION BATTS OR INSULATION ROLLS REQUIRED TO ACCOMPLISH THE REMEDY, OR REFUND OF THE ORIGINAL PURCHASE PRICE OF THE INSULATION BATTS OR INSULATION ROLLS, WHICHEVER IS GREATER.
- (c) OWENS CORNING SHALL HAVE NO LIABILITY FOR THE COST (OF LABOR, DISPOSAL OR OTHERWISE) TO REMOVE THE DEFECTIVE INSULATION BATTS OR INSULATION ROLLS OR TO INSTALL ANY NEW INSULATION BATTS OR INSULATION ROLLS.

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 any 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 the Insulation Batts and/or Insulation Rolls 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 building structure, or improper installation of neighboring products; or*
- *failure to install the Insulation Batts and/or Insulation Rolls strictly in accordance with Owens Corning’s published installation instructions for Insulation Batts and Insulation Rolls; or*
- *failure to install the Insulation Batts and/or Insulation Rolls in compliance with all applicable building codes; or*
- *damage to the Insulation Batts and/or Insulation Rolls caused by alterations made after completion of application, including but not limited to structure changes, equipment installation, painting or application of cleaning solutions, coatings or other modifications; or*
- *non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the Insulation Batts and/or Insulation Rolls, or any other cause that disturbs or disrupts the Insulation Batts and/or Insulation Rolls as installed; or*
- *any costs incurred by you that are not authorized in writing, and in advance, by Owens Corning.*

LIMITATIONS ON COVERAGE

THE WARRANTY PROVIDED IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED. THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE AND THE IMPLIED WARRANTY OF MERCHANTABILITY ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. OWENS CORNING SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, FOR PUNITIVE DAMAGES, OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM OWENS CORNING. OWENS CORNING'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY, BREACH OF CONTRACT, TORT, OR ANY OTHER THEORY OR CAUSE OF ACTION.

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 limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

NOTIFICATION OF CLAIMS

If the Insulation Batts and/or Insulation Rolls exhibit what the Purchaser believes to be a manufacturing defect covered under the terms of this warranty, the Purchaser must notify Owens Corning within thirty (30) days of discovery of the issue. Mail written notifications to Owens Corning, One Owens Corning Parkway, Toledo, Ohio 43659, and include a description of the claimed defect, along with the Purchaser's name, address, telephone number, and date of installation.

MODIFICATION OF THIS LIMITED LIFETIME WARRANTY

This warranty may not be changed or modified, except in writing signed by an officer of Owens Corning.

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 persons in connection with the purchase, use or installation of Insulation Batts and/or Insulation Rolls by or for Purchaser, shall constitute a waiver by Owens Corning of any provision of this warranty for Insulation Batts and/or Insulation Rolls or affect Owens Corning's liability as defined in this warranty document.

For further information, please call: OWENS CORNING, ONE OWENS CORNING PARKWAY, TOLEDO, OH 43659; Telephone: 1-800-GET-PINK® or visit our website at www.owenscorning.com.

Effective Date: July 15, 2012

