



# FOAMULAR® & FOAMULAR® NGX™

## EXTRUDED POLYSTYRENE (XPS) INSULATION

### Lifetime Limited Warranty

Limitations on the transferability of this warranty are set forth herein.

#### Introduction

Thank you for your recent purchase of Owens Corning® FOAMULAR® & FOAMULAR NGX™ Extruded Polystyrene (XPS) Foam Insulation products ("XPS Foam Insulation") manufactured by Owens Corning Foam Insulation, LLC ("Owens Corning").\*

We believe we manufacture the highest quality XPS Foam Insulation products 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. Please note, however, that the terms contained here are subject to change without notice. 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](http://www.foamular.com)

\*THIS WARRANTY DOES NOT COVER OWENS CORNING® FANFOLD INSULATION PRODUCTS, WHICH ARE COVERED UNDER A SEPARATE WARRANTY.

#### 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 builder, installer or contractor) or any transferee tracing back to the original consumer purchaser (the "Purchaser") of XPS Foam Insulation, you are entitled to the benefits of this warranty.

#### What Is Covered

Owens Corning, subject to the conditions and limitations set forth herein, warrants that its XPS Foam Insulation shall, from the date of installation and for the life of the home or building in which originally installed, when such XPS Foam Insulation shall have been properly installed and when subject to normal and proper use:

- be free from defects in material and/or workmanship that materially affect its performance in the home or building in which originally installed;
- meet performance requirements of ASTM C578 and CAN/ULC-S701; and
- retain at least 90% of its advertised R-value\*\*

Owens Corning's obligations under this warranty will only take effect if the XPS Foam Insulation is installed (including both the original installation and reuse installation) in typical building and construction assemblies in strict accordance with all applicable Owens Corning specifications, recommendations and guidelines that were in effect at the time of such installation.

Owens Corning® XPS Foam Insulation shall only be placed into an assembly where the moisture transport mechanism is well understood and determined to be acceptable in accordance with accepted engineering analytical practice.

\*\*THIS PART OF THE WARRANTY IS APPLICABLE ONLY TO XPS FOAM INSULATION PRODUCT PRODUCED AFTER JULY 1, 2010.

\*\* R-value means resistance to heat flow. The higher the R-value the greater the insulating power.

#### Remedy

If, during the warranty period and because of a covered defect in material or manufacturing, the XPS Foam Insulation is determined by sampling and tests (conducted as provided below) to not meet any of the performance requirements stated above, as Purchaser's sole remedy, Owens Corning will deliver to the Purchaser a quantity of equivalent Owens Corning® product to replace the non-performing XPS Foam Insulation product or, at Owens Corning's sole discretion, refund to the Purchaser the original purchase price of the non-performing XPS Foam Insulation product.

OWENS CORNING'S TOTAL LIABILITY/COST HEREUNDER, FOR THE LIFE OF THE WARRANTY, IS LIMITED TO, AND CAPPED AT, THE ORIGINAL PURCHASE PRICE OF THE XPS FOAM INSULATION PRODUCT.

#### 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 XPS Foam Insulation 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 XPS Foam Insulation strictly in accordance with Owens Corning's published installation instructions for the XPS Foam Insulation product; or
- failure to install the XPS Foam Insulation in compliance with all applicable building codes; or
- damage to the XPS Foam Insulation caused by alterations made after completion of installation, including but not limited to structure 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 XPS Foam Insulation, or any other cause that disturbs or disrupts the XPS Foam Insulation as installed; or
- any costs incurred by you 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 product (including, but not limited to adhesives or coatings) with the XPS Foam Insulation product.



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

#### Limitations on Coverage

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO THE PURCHASER OF OWENS CORNING XPS FOAM INSULATION PRODUCTS. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

THE WARRANTY PROVIDED IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES EXPRESSED OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

OWENS CORNING DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/ OR REPLACE PRODUCT, INCREMENTAL HEATING, COOLING OR SIMILAR COSTS, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, 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 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 limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

#### Claims Process & Right of Inspection

To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. Call us at 1-800-GET-PINK® or send us a letter addressed to Owens Corning, Customer Response Center, One Owens Corning Parkway, Toledo, Ohio 43659. Explain the problem and include proof of purchase for the Product and the date it was installed. Shortly after we receive your communication, we will contact you regarding your claim and will walk you through the entire process. To fully evaluate your claim, we may require that testing be done on the product as specified in the Insulation Testing section of this warranty. If the XPS Foam Insulation 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 XPS Foam Insulation. If requested by Owens Corning, you shall provide Owens Corning with reasonable access, during normal business hours, for the purpose of conducting an inspection of the XPS Foam Insulation.

If you have any questions, write us at the address above, call 1-800-GET-PINK® or visit our Website at [www.owenscorning.com](http://www.owenscorning.com).

#### Insulation Testing

All sampling shall be conducted in accordance with sampling procedures prescribed by Owens Corning, and samples of the XPS Foam Insulation product shall only be taken in the presence of an authorized Owens Corning representative or as otherwise agreed upon by Owens Corning. Testing shall be conducted in conformance with the testing protocols as defined by ASTM C578 and CAN/ULC-S701.

#### Sampling requirements:

- All sampling and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Purchaser's sole expense.
- The samples selected shall be representative of the XPS Foam Insulation product in question
- A minimum of three samples shall be selected
- The samples shall be two foot square for the full thickness
- The exact location of sampling shall be at the discretion of the home or building owner, or his/her representative
- All sampling shall be done in the presence of an Owens Corning representative or as otherwise agreed upon by Owens Corning
- All testing shall be conducted at a NVLAP accredited lab or equivalent

#### Modification of this Limited Lifetime Warranty

This warranty shall not be changed, modified or extended except by written instrument 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 the XPS Foam Insulation product by or for the Purchaser, shall constitute a waiver by Owens Corning of any provision hereof or affect Owens Corning's liability as defined in this warranty.

#### Mandatory Arbitration

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or the XPS Foam Insulation ("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



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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.

**Effective Date:** January 1, 2021.

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**OWENS CORNING FOAM INSULATION, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO, USA 43659

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[www.owenscorning.com](http://www.owenscorning.com)