

OWENS CORNING

Limited Lifetime Warranty for EnergyComplete® Sealant

INTRODUCTION

Thank you for your recent purchase of an EnergyComplete® Sealant manufactured by Owens Corning Insulating Systems, LLC. We believe we manufacture EnergyComplete® Sealant ("Air Sealant") to be of the highest quality and that is why we stand behind it 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

You are entitled to the benefits of this warranty if your property is located 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 of EnergyComplete® Sealant (the "Purchaser").

WHAT IS COVERED

Owens Corning Insulating Systems, LLC ("Owens Corning") subject to the conditions and limitations set forth herein, warrants that its sealant is free from any defect in material or manufacturing that would cause it to materially lose its adhesion to the substrate or to develop material cracks (meaning there will be no loss of adhesion or cracks that would materially affect its sealing performance) for the life of the building from the date of installation when such Air Sealant shall have been properly installed and when subject to normal and proper use.

REMEDY

- (a) If, during the warranty period and because of a defect in material or manufacturing, the Air Sealant does materially lose its adhesion to the substrate or develops material cracks, either or both of which materially affect its sealing performance as described in the preceding paragraph, then Purchaser's sole and exclusive remedy, and the limit of Owens Corning's liability for Air Sealant 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 new Air Sealant product sufficient to replace the defective portions of the sealant (non-defective portions need not and will not be replaced); or (2) a refund of the original purchase price of the Air Sealant product.
- (b) OWENS CORNING'S LIABILITY HEREUNDER IS LIMITED TO, AND CAPPED AT, THE REASONABLE COST OF THE AMOUNT OF NEW AIR SEALANT PRODUCT NECESSARY TO REPLACE ANY DEFECTIVE AIR SEALANT PRODUCT, OR REFUND OF THE ORIGINAL PURCHASE PRICE OF THE AIR SEALANT INFILTRATION PRODUCT, WHICHEVER IS GREATER.
- (c) OWENS CORNING SHALL HAVE NO LIABILITY FOR THE COST (OF LABOR, DISPOSAL OR OTHERWISE) TO REMOVE THE DEFECTIVE AIR SEALANT PRODUCT OR TO INSTALL ANY NEW AIR SEALANT 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 Air Sealant 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 Air Sealant strictly in accordance with Owens Corning's published installation instructions for the Air Sealant; or*
- *failure to install the Air Sealant in compliance with all applicable building codes; or*
- *damage to the Air Sealant 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 Air Sealant, or any other cause that disturbs or disrupts the Air Sealant 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

