

OWENS CORNING

Limited Warranty for EnergyComplete™ Spray Foam

LIMITED WARRANTY

Owens Corning Insulating Systems, LLC ("Owens Corning") warrants its EnergyComplete™ Spray Foam insulation product ("Spray Foam") as provided herein to the original homeowner purchaser ("Purchaser"). Owens Corning warrants that the Spray Foam shall be free from any defect in material or manufacturing and shall be manufactured in accordance with Owens Corning's published specifications for such Spray Foam product. THE WARRANTY PROVIDED ABOVE IS THE ONLY WARRANTY PROVIDED BY OWENS CORNING AND IS IN PLACE OF AND TO THE EXCLUSION OF ANY OTHER WARRANTY, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE EXPRESSLY EXCLUDED.

REMEDY

- (a) Purchaser's sole and exclusive remedy and the limit of Owens Corning's liability for Spray Foam 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 option: (a) replacement of the Spray Foam product, without charge; or, (b) refund of the purchase price paid for the Spray Foam product. To effect this sole and exclusive remedy, Purchaser must make a claim for breach of warranty within 12 months of the date of installation, and any such claim not made within such 12-month period shall be irrevocably waived.
- (b) Owens Corning's sole liability with respect to the Spray Foam, for any and all loss or damage to Purchaser, or any other loss, damage, expense or claim, resulting from any cause whatsoever (whether based on damaged or defective goods, irrespective of whether such damages or defects are discoverable or latent, or Owens Corning's limited warranty shall fail of its essential purpose, or any other reason), and whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other theory, shall in no event exceed the aggregate purchase price of the Spray Foam with respect to which losses, damages, expenses or costs are claimed.
- (c) THE FOREGOING IS THE ENTIRE OBLIGATION OF OWENS CORNING. IN NO EVENT SHALL OWENS CORNING BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER.

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 Spray Foam product by or for Purchaser, shall constitute a waiver by Owens Corning of any provision hereof or affect Owens Corning's liability as herein defined.

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 Spray Foam caused by:

- *causes beyond normal and proper use including, but not limited to: acts of God, fire, flood, wind or other weather damage, or exposure to chemicals or the environment; or*
- *failure to install the Spray Foam strictly in accordance with Owens Corning's published installation instructions for Spray Foam; or*
- *non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the Spray Foam or any other cause that disturbs or disrupts the Spray Foam as installed.*

LIMITATIONS ON COVERAGE

OWENS CORNING SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL 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 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 Spray Foam product exhibits what the Purchaser believes to be a manufacturing defect covered under the terms of this warranty, the Purchaser must promptly contact Owens Corning, or notify us in writing with a description of the claimed defect, along with the Purchaser's name, address, telephone number, and date of installation. Mail notifications to: OWENS CORNING, OWENS CORNING PARKWAY, TOLEDO, OHIO, 43659.

MODIFICATION OF THIS LIMITED WARRANTY

This warranty may not be changed or modified, except in writing signed by an officer of Owens Corning. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

For further information, please call:
OWENS CORNING INSULATING SYSTEMS, LLC
ONE OWENS CORNING PARKWAY
TOLEDO, OH 43659
Telephone: 1-800-GET-PINK™

Effective Date: June 1, 2009.



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