

CavityComplete[®] Wall System for Concrete Masonry Unit (CMU) with Masonry Veneer 10 Year Limited Material and Replacement Warranty

Limitations on transferability apply

Serial No: _____

Building Owner: _____

Name of Building or Building Occupant: _____

Building Address: _____

Date of Receipt of Project Profile: _____

Date of Receipt of Project Completion Notice: _____

Effective Date of Warranty: _____

Above section to be filled in by the CavityComplete[®] manufacturer group (defined below).

What is Covered

The CavityComplete[®] manufacturer group (the "CCMG") consists of Owens Corning Sales LLC, PROSOCO, Inc., Mortar Net Solutions and Heckmann Building Products, Inc. (each, an "Individual Manufacturer"). Each Individual Manufacturer in the CCMG, subject to the conditions and limitations set forth herein, warrants to the Building Owner (the "Owner") of the above described building (the "Building") that its respective components in the CavityComplete[®] wall system (each a "Component" and, collectively, the "Components" (listed in Exhibit A)), when properly applied and installed in accordance with CCMG written specifications, technical data sheets and application instructions and subject to normal and proper use, will be free from defects in manufacturing that materially affect its performance in the Building for a period of ten (10) years commencing with the CCMG's acceptance of the Notice of Completion of the CavityComplete[®] System and issuance of the warranty (the "Effective Date of Warranty").

Remedy

If the performance of the CavityComplete[®] system or any of its Components, when applied and installed according to CCMG written specifications, technical data sheets, and application instruction, is materially affected during the warranty period by a defect in manufacturing, as determined by the CCMG, the CCMG shall:

1. Repair or replace any Components that are defective or otherwise rendered unusable as a result of a defect in one or more Components, or its/their repair or replacement; and
2. Provide labor, at commercially reasonable rates, to remove and to repair or replace such Components.
3. Upon any warranty repair or replacement of the CavityComplete[®] system or any of its Components, the original warranty will continue to be in effect until the end of the original term of such warranty. NO NEW WARRANTY WILL BE ISSUED.

NEITHER THE CCMG NOR ANY OF THE INDIVIDUAL MANUFACTURERS SHALL HAVE ANY LIABILITY FOR THE COSTS (OF MATERIAL, LABOR, DISPOSAL OR OTHER COSTS) TO REMOVE THE EXTERIOR MASONRY CLADDING (THE "CLADDING") AND/OR THE INTERIOR FINISH, CONCRETE, SOIL OR OTHER MATERIALS TO EXPOSE THE CAVITYCOMPLETE[®] COMPONENTS FOR INSPECTION, TESTING, REMOVAL, REPAIR AND/OR REPLACEMENT, OR FOR REPLACING THE CLADDING AND/OR INTERIOR FINISH, CONCRETE, SOIL OR OTHER MATERIAL, REGARDLESS OF THE CAUSE OF THE NEED FOR SUCH REMOVAL AND/OR REPLACEMENT. ALL SUCH COSTS SHALL BE THE SOLE RESPONSIBILITY OF THE OWNER.

What is not covered

This warranty does not apply to and neither the CCMG nor the Individual Manufacturers shall 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 the following:

- Failure to install the CavityComplete® system and/or Components strictly in accordance with CCMG published installation instructions, technical data sheets, and specifications, including at the time of original installation and when repairs/replacements are made under this warranty;
- Failure to install the CavityComplete® system and/or Components in compliance with all applicable building codes, including at the time of original installation and when repairs/replacements are made under this warranty;
- Causes beyond normal and proper use including but not limited to misuse, abnormal use, abnormal conditions, acts of God, war or terrorism, fire, pests, insect infestation, natural disasters, weather damage including but not limited to damage caused by lightning, flood, earthquake, tornado, hail or hurricane, and winds of peak gust speeds in excess of prevailing building code or project specific design wind loads;
- Damage to the CavityComplete® system and/or Components caused by alteration or repairs to the Building after installation of the CavityComplete® system, including but not limited to structural changes, equipment, fixture or utility installation, or other modifications;
- Non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the CavityComplete® system and/or Components;
- Failures or distortions in the Building structure, inadequate or faulty structural design, or defects/failures in, or improper installation of, neighboring products;
- A substantive change in the principal use of the Building;
- Cracks in the structural base exceeding 1/16 inch in width;
- Damage caused by acids, oils or chemicals and the like coming in contact with the CavityComplete® system or Components;
- Claims relating, directly or indirectly, to the presence of any irritants, contaminants, vapors, fumes, molds, fungi, bacteria, spores, mycotoxins, or the like in the Building, or in the air, land and water serving the Building; and
- Any costs incurred by you that are not authorized, in writing and in advance, by the CCMG.

This warranty shall be null and void and of no legal effect if any of the CavityComplete® Components in the Building (as set forth in the approved Project Profile or the accepted Project Completion Notification) are omitted or substituted without prior written authorization from the CCMG.

Further, this warranty shall be null and void and of no legal effect if, after installation of the CavityComplete® system, the Building undergoes a material change of the principal use or alterations or repairs that affect the continuity or integrity of the CavityComplete® system such as, but not limited to: building additions and removal and/or replacement of the roof or cladding.

Limitations of Coverage

EXCEPT FOR ANY WARRANTY ISSUED TO YOU BY AN INDIVIDUAL MANUFACTURER SPECIFIC TO A COMPONENT, WHICH SHALL ALSO BE APPLICABLE, THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM THE CCMG AND REPRESENTS YOUR SOLE REMEDY FROM THE CCMG FOR THE CAVITYCOMPLETE® SYSTEM AND ITS COMPONENTS. THE CCMG MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

EXCEPT FOR ANY WARRANTY ISSUED TO YOU BY AN INDIVIDUAL MANUFACTURER SPECIFIC TO A COMPONENT, WHICH SHALL ALSO BE APPLICABLE, THIS WARRANTY IS PROVIDED BY THE CCMG IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS 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.

NEITHER THE CCMG NOR THE INDIVIDUAL MANUFACTURERS ASSUME AND ALL SPECIFICALLY DISCLAIM ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO COSTS (MATERIAL, LABOR OR OTHERWISE) TO REMOVE AND/OR REPLACE CLADDING, INTERIOR FINISH, SOIL OR OTHER MATERIALS BEYOND THE CAVITYCOMPLETE® SYSTEM, LOST PROFITS, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENT OR 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 that vary from state to state.

Limitations on Transferability

This Warranty is not transferable unless such transfer is approved by the CCMG. Application may be made by a new building owner for transfer of the warranty during the original warranty period by submitting a Warranty Transfer Request to the CCMG within ninety (90) days of transfer of ownership of the Building. The Warranty Transfer Request form is available at www.cavitycomplete.com. The CCMG will notify the transfer applicant in writing regarding the disposition of the transfer request, and the warranty is not transferred unless acknowledged in writing by the CCMG. The CCMG reserves the right, in their sole discretion, to refuse to transfer this warranty.

Claim Process and Owner Responsibilities

1. If the Owner believes that the CavityComplete® system or any of its Components has a manufacturing defect covered under the terms of this warranty, the Owner shall provide the CCMG with written notice within thirty (30) days of discovery of the claimed defect. The Owner must send written notice describing the claimed defect, along with the Owner's name and contact information, Building address and the Serial No. and Warranty Effective Date of this warranty to the CCMG's CavityComplete® warranty administration center at the following address:

Attn: Claims
CavityComplete® Warranty Administration Center
One Owens Corning Parkway
Toledo, Ohio 43659
2. By notifying the CCMG, the Owner authorizes the CCMG or its designee to investigate the claimed defect, including allowing access to the Building and the CavityComplete® system and its Components during regular business hours and at other times agreed to by the Owner.
3. If the investigation reveals the cause to be outside the scope of this warranty, investigation and repair costs for this service shall be paid by the Owner.
4. The Owner shall, at its sole cost, remove the Cladding and/or the interior finish if necessary, to expose the CavityComplete® Components for inspection and, if necessary, for repair or replacement, and, once any necessary repair or replacement has been completed, also at its sole cost, restore the Cladding and/or interior finish.

Modification of this Limited 10 Year Warranty

This warranty may not be changed or modified, except in a writing signed by an officer of each Individual Manufacturer of the CCMG.

No statement or recommendation made, or assistance given by, an Individual Manufacturer, the CCMG, or any of their representatives, whether oral or in any literature or other documentation, to the Owner or any other persons in connection with the purchase, installation or use of the CavityComplete® system by or for the Owner, shall constitute a waiver by the Individual Manufacturers or the CCMG of any provision of this warranty or affect the Individual Manufacturers' or the CCMG's liability as defined in this warranty document. Further, failure by the Individual Manufacturers or the CCMG at any time to enforce any of the terms or conditions of this warranty shall not be construed to be a waiver of such term or condition.

For questions please call 844-CAV-COMPLETE. See www.cavitycomplete.com to obtain copies of the Project Profile, Project Completion Notification and Warranty Transfer Request forms.

EXHIBIT A: CavityComplete® Wall System for CMU with Masonry Veneer Components

Component Manufacturer	Component Name	Material	Function
Owens Corning Sales LLC	FOAMULAR® CW25 (continuous insulation)	Extruded polystyrene	Continuous insulation
	Thermafiber® Safing Insulation	Mineral wool safing	Fire safing
Mortar Net Solutions™	TotalFlash®	Composite	Through wall flashing, prefabricated with termination bar, drainage, drip edge
	CompleteFlash™	Synthetic rubber	Preformed flashing corner pieces and end dams
	MortarNet™	1" - Polypropylene 2" - Polyester	Mortar droppings protection
	WeepVent™	90% open polyester mesh	Masonry head joint drainage insert
	BTL-1	Isobutylene isoprene rubber	Sealant/adhesive
	MPE-1	Modified polyether	Sealant/adhesive
PROSOCO, Inc.	R-Guard® Cat 5®	Silyl Terminated Polymer	Fluid applied air/water resistive barrier
	FastFlash®	Silyl Terminated Polymer	Adhesive and detailing compound
	Joint & Seam Filler	Silyl Terminated Polymer	Detailing Compound
	Various	Various	Accessory materials necessary to complete detailing and/or connecting of the building enclosure
Heckmann Building Products, Inc.	#1300 Hook and Ladder Joint Reinforcement	Hot dip galvanized or stainless steel	Ladder style adjustable joint reinforcement, use with #1300 pintle wire tie
	#1300 Pintle Wire Tie	Hot dip galvanized or stainless steel	Masonry tie

The CavityComplete® Concrete Masonry Unit (CMU) Wall System excludes the masonry veneer and concrete masonry units. A detailed list of the components is available at www.CavityComplete.com.

CavityComplete.com | 844-CAV-COMP

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