



# THERMAFIBER® MINERAL WOOL INSULATION

## THREE-YEAR LIMITED WARRANTY

### INTRODUCTION

Thank you for your recent purchase of Owens Corning® THERMAFIBER® Mineral Wool Insulation products ("Product") manufactured by Thermafiber, Inc. or Owens Corning® Mineral Wool, LLC (each referred to as "Owens Corning").

We believe we manufacture the highest-quality mineral wool insulation products, and that is why we stand behind the Products 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.owenscorning.com](http://www.owenscorning.com).

### WHO IS COVERED

If you live in the United States or Canada and you are the owner of a building or structure in which the warranted Product was installed ("Owner"), you are entitled to the benefits of this warranty.

### WHAT IS COVERED

Owens Corning, subject to the conditions and limitations set forth herein, and provided that the Products were installed within six (6) months of the date of sale, warrants that its Product shall, from the date of installation and for three (3) years thereafter, when such Product 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; and
- retain at least 90% of its advertised R-value.\*

Owens Corning's obligations under this warranty will only take effect if the Product 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 Product 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.

\* 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 Product is determined by sampling

and tests (conducted as provided below) to not meet any of the performance requirements stated above, as Owner's sole remedy, Owens Corning will deliver to the Owner a quantity of equivalent Owens Corning Product to replace the non-performing Product or, at Owens Corning's sole discretion refund to the Owner the original purchase price of the non-performing 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 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 Product 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 Product strictly in accordance with Owens Corning's published installation instructions for the Product; or
- failure to install the Product in compliance with all applicable building codes; or
- damage to the Product 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 Product, or any other cause that disturbs or disrupts the Product 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 Product.

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 THE PRODUCT. OWENS CORNING



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### LIMITATIONS ON THE TRANSFERABILITY OF THIS WARRANTY ARE SET FORTH HEREIN

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 AND 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, OH 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 Product 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 Product. 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 Product.

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 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 C612 or ASTM C553 and CAN/ULC-S702.

### SAMPLING REQUIREMENTS

- All sampling and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Owner's sole expense.
- The samples selected shall be representative of the 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 an NVLAP accredited lab or equivalent.

### MODIFICATION OF THIS LIMITED 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 Owner or any other persons in connection with the purchase, use, or installation of the Product by or for the Owner, shall constitute a waiver by Owens Corning of any provision hereof or affect the liability of Owens Corning 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 Product ("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:



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## **THREE-YEAR LIMITED WARRANTY**

### **LIMITATIONS ON THE TRANSFERABILITY OF THIS WARRANTY ARE SET FORTH HEREIN**

One Owens Corning Parkway, Toledo, OH 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 (30) 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 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: August 1, 2022



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No statement or recommendation made, or assistance given by Thermafiber, Inc., or its representatives, either oral or in any literature or other documentation, to Owner or any other persons in connection with the purchase, use, or installation of the Thermafiber® Mineral Wool Insulation product by or for the Owner, shall constitute a waiver of Thermafiber, Inc. of any provision hereof or affect Thermafiber Inc.'s liability as defined in this warranty.

Thermafiber, Inc. \_\_\_\_\_

Product Name(s): \_\_\_\_\_

Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Project Name + Location: \_\_\_\_\_

Date of installation: \_\_\_\_\_

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**THERMAFIBER, INC.**  
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[www.owenscorning.com/thermafiber](http://www.owenscorning.com/thermafiber)