



PINKWRAP® LIMITED WARRANTY

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



INTRODUCTION

Thank you for your recent purchase of PINKWRAP® Premium Air Barrier or PINKWRAP® Classic Weather Barrier. If anything in this Limited Warranty is not clear to you, please call us at 1-800-ROOFING (1-800-766-3464) or visit our web site at www.owenscorning.com/roofing.

WHO IS COVERED

To be entitled to the benefits of this Limited Warranty (1) your property must be located in the United States or Canada and (2) you must be the original consumer purchaser (i.e. the property owner, not the installer or contractor) of PINKWRAP® housewraps.

APPLICABLE STRUCTURES

This Limited Warranty applies only to residential building structures 3 stories above grade or less.

TRANSFERABILITY OF THIS WARRANTY

This Limited Warranty is personal to Purchaser and may not be transferred to any subsequent purchaser of your home.

HOW LONG IS PURCHASER COVERED?

ALL IMPLIED WARRANTIES APPLICABLE TO THIS PRODUCT ARE LIMITED IN DURATION TO THE LIMITED WARRANTY COVERAGE PERIOD DESCRIBED HEREIN AS PROVIDED BY THIS LIMITED WARRANTY, UNLESS A SHORTER PERIOD IS PERMITTED BY APPLICABLE LAW. SOME STATES OR PROVINCES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO PURCHASER.

The length of the Limited Warranty period for PINKWRAP® housewraps depends on the product purchased. See chart at the end of this Limited Warranty for the specific Limited Warranty that applies to Purchaser's PINKWRAP® product.

WHAT IS COVERED

Owens Corning warrants to the original purchaser (the "Purchaser") that the PINKWRAP® housewraps meets its product specifications at the time it is shipped by Owens Corning.

WHAT IS NOT COVERED

This Limited Warranty does not cover damage to the product due to any cause not expressly covered in this Limited Warranty. After our PINKWRAP® housewraps leave the manufacturing facility, they are subjected to conditions and handling beyond our control that could affect its performance. This Limited Warranty does not cover any problems with non-defective PINKWRAP® housewraps caused by conditions or handling beyond our control. Some examples of conditions not covered by this Limited Warranty include:

1. Any building or structure greater than 3 stories.
2. Improper or faulty installation of the PINKWRAP® housewraps including improper building practices, non-standard use or application of the PINKWRAP® housewraps, or design not in accordance with the applicable building code or industry practice. Installation must be in accordance with the written installation instructions.
3. Causes beyond normal use, including but not limited to, Acts of God, fire, lightning, hurricane, high winds, floods, exposure to chemicals, physical abuse, misuse, improper handling or storage, or vandalism or attack by any party.
4. Defects in the structure, defects in components of the structure or wall system including doors, windows, or cladding, or premature deterioration of the building materials arising out of the performance or improper installation of any non-Owens Corning products.
5. The negligence, gross negligence, or willful misconduct of the builder, general contractor, or professional installer, or any other third party, including the homeowner.
6. Damage caused by the use of products incompatible with PINKWRAP® housewraps or alterations made after completion of application, including structural changes, power washing, painting, or the application of cleaning solutions, coatings, or other modifications.
7. UV exposure of the PINKWRAP® housewraps product in excess of that listed in the table below.
8. Below grade applications or applications over continuous insulation of any type that is not mechanically fastened to the structural member of the wall assembly.
9. Any costs incurred by Purchaser that are not authorized in advance by Owens Corning.

WHAT IS PURCHASER'S REMEDY

In the event that any portion of Purchaser's PINKWRAP® housewraps exhibits a manufacturing defect, Owens Corning will compensate you to either repair, replace or recover Purchaser's PINKWRAP® housewraps, excluding labor, as its sole option and as its sole obligation to Purchaser. The remedy shall be at Owens Corning's sole option: (i) replacement of the affected PINKWRAP® housewraps, without charge; or (ii) refund of the purchase price paid for the PINKWRAP® housewraps. Any replacement PINKWRAP® housewraps will be of the same or a comparable type that is being manufactured at the time of replacement and ongoing Limited Warranty coverage will continue from the start date of the original Limited Warranty and not from the date of replacement. No substitutions of other products or products manufactured by other manufacturers will be permitted.

THE FOREGOING IS THE ENTIRE OBLIGATION OF OWENS CORNING. IN NO EVENT SHALL OWENS CORNING BE LIABLE FOR ANY COSTS (LABOR OR OTHERWISE) TO REMOVE EXISTING PINKWRAP® HOUSEWRAPS AND INSTALL NEW PINKWRAP® HOUSEWRAPS, NOR 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.

COMPENSATION

Under the terms of this Limited Warranty on PINKWRAP® housewraps, the manner of compensation is at Owens Corning's sole discretion and may be arranged directly by Owens Corning or issued in the form of cash settlement and/or material credit for to an existing supplier of Owens Corning® PINKWRAP® housewraps. All costs must be pre-approved by Owens Corning. Owens Corning reserves the right to arrange directly for the repair or replacement of Purchaser's PINKWRAP® housewraps instead of compensating Purchaser directly.

CLAIMS PROCESS

To make a claim under this Limited Warranty, Purchaser must do so within thirty (30) days after discovering the problem. To fully evaluate Purchaser's claim, we may ask Purchaser to provide, at Purchaser's expense, pictures of Purchaser's PINKWRAP® housewraps or samples for us to test. Purchaser must do so in order to be eligible to make a claim under this Limited Warranty. To make a claim or if Purchaser has any questions, please call us at 1-800-ROOFING (1-800-766-3464) or visit at www.owenscorning.com/roofing. If Purchaser repairs or replaces Purchaser's Owens Corning® products before Owens Corning has made a determination on Purchaser's claim, Purchaser's claim may be denied.

NO MODIFICATIONS

The terms of this Limited Warranty may not be waived or modified (whether by a statement, omission, course of dealing, or any act), except in writing signed by an officer of Owens Corning. This Limited Warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations, and guarantees.

MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and Purchaser agree to single arbitration of all disputes and claims arising out of or relating to this Limited Warranty or PINKWRAP® housewraps ("Dispute"). This Limited 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 30 days after Notice is received, Purchaser or Owens Corning may commence an arbitration proceeding. All issues are for the arbitrator to decide, including the scope of this arbitration clause, but the arbitrator is bound by the terms of this Limited 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 Limited Warranty, and shall be administered by the AAA.

PURCHASER 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
PURCHASER 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, Purchaser agrees that the arbitrator may not consolidate proceedings of more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.

GOVERNING LAW AND FORUM

This Limited Warranty and all Disputes are governed by the United States federal laws and laws of Ohio. Subject to the "Arbitration" provision in this Limited 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 Limited Warranty is inconsistent with applicable law, this Limited Warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this Limited Warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this Limited Warranty to effect the original intent of the parties as closely as possible while rendering the term and this Limited Warranty fully legal and enforceable. If a term in this Limited 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 Limited Warranty, leaving the remainder of this Limited Warranty enforceable.

LIMITATIONS

THIS LIMITED WARRANTY IS THE PURCHASER'S EXCLUSIVE WARRANTY FROM OWENS CORNING AND CONTAINS THE SOLE REMEDY TO ANY PURCHASER OF OWENS CORNING® PINKWRAP® HOUSEWRAPS, OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

THIS REMEDY FOR OWENS CORNING® PINKWRAP® HOUSEWRAPS IS FULLY DESCRIBED HEREIN. PURCHASER IS NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH PURCHASER IS BUYING HOUSEWRAP.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND INCLUDING DAMAGE TO PURCHASER'S STRUCTURE OR TO PURCHASER'S STRUCTURE'S CONTENTS WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT OR FOR ANY OTHER CAUSE.

SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO PURCHASER.

FOR CANADA ONLY — the terms in this Limited Warranty, except to the extent lawfully permitted, do not exclude, restrict, or modify but are in addition to any provincial laws.

PINKWRAP® Housewraps	UV Exposure Limit	Warranty Period
PINKWRAP® Premium Air Barrier	180 days	10 Year
PINKWRAP® Classic Weather Barrier	90 days	10 Year



Name of Contractor

Date of Installation

Address

CityStateZIP

Phone Number