



# OWENS CORNING® FIBERGLASS TECHNICAL INSULATION PRODUCTS

## Limited Warranty

Limitations on the transferability of this warranty are set forth herein

### Introduction

Thank you for your recent purchase of Fiberglass Technical Insulation ("TI Product") manufactured by Owens Corning Insulating Systems, LLC ("Owens Corning").

### Who Is Covered

This Limited Warranty is offered to the Original Purchaser and may not be transferred to any other person or entity, by contract, operation of law, transfer of the property on which the TI product is installed.

### What Is Covered

This Limited Warranty shall begin on the date the TI Product was sold by Owens Corning to the Original Purchaser and shall continue for a period of one (1) year (the "Warranty Period"). At the expiration of the Warranty Period this Limited Warranty shall expire and be of no further force or effect. Owens Corning warrants that the TI Product will:

- be free from defects in material and workmanship that materially affect its performance in the building in which it is originally installed.

Owens Corning's obligations under this Limited Warranty will only take effect if the TI Product is installed 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.

Based on Owens Corning's experience as a manufacturer of fiberglass insulation products for over 80 years, fiberglass insulation will maintain its' stated thermal and acoustical performance provided the product is installed properly and not compressed, wet, or otherwise damaged.

Testing has demonstrated that long-term thermal and acoustical performance of fiberglass insulation is dependent on maintaining the proper thickness and preventing mechanical or water damage. The key to establishing and maintaining the properties is correct installation.

### Remedy

If, during the Warranty Period, a covered defect in material or workmanship in the TI Product sold to the Original Purchaser is discovered and confirmed by sampling and tests (conducted as provided below) to not meet any of the performance requirements stated in the Limited Warranty, then Original Purchaser's sole remedy, at Owens Corning's sole discretion, shall consist of either (i) Owens Corning delivering a quantity of equivalent Owens Corning® product to Purchaser to replace the non-performing TI Product or, (ii) Owens Corning refunding the original purchase price of the non-performing TI Product to Purchaser. The foregoing remedies are Original Purchaser's sole remedy for a breach of the Limited Warranty and provided in lieu of all other remedies available at law or in equity.

OWENS CORNING'S TOTAL LIABILITY ARISING OUT OF OR IN CONNECTION WITH THE LIMITED WARRANTY DURING THE WARRANTY PERIOD IS LIMITED TO THE ORIGINAL PURCHASE PRICE OF THE TI PRODUCT ACTUALLY PAID BY ORIGINAL PURCHASER.

### What Is Not Covered

This Limited Warranty does not apply to and Owens Corning shall not be liable for any cause not expressly covered herein. This Limited Warranty does not cover any problems with defective material caused by conditions or handling beyond Owens Corning's control.

Some examples of conditions not covered by the Limited Warranty, including failures or defects in the TI Product, are:

- 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 TI Product strictly in accordance with Owens Corning's published installation instructions for the TI product; or
- failure to install the TI Product in compliance with all applicable building codes; or
- damage to the TI 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 TI Product, or any other cause that disturbs or disrupts the TI Product as installed; or
- any costs incurred by you that are not authorized in writing, and in advance, by Owens Corning.

Further, this Limited 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 TI Product.

This Limited Warranty shall be voided if, in Owens Corning's judgment, either damage or alteration of the TI Product (without prior Owens Corning written approval) has impaired TI Product performance.

### Limitations on Coverage

THIS WRITTEN LIMITED WARRANTY IS ORIGINAL PURCHASER'S EXCLUSIVE WARRANTY FROM OWENS CORNING AND CONTAINS THE SOLE REMEDY TO ORIGINAL PURCHASER OF OWENS CORNING TI PRODUCT. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

THE LIMITED WARRANTY AND REMEDIES STATED THEREIN ARE PROVIDED IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES EXPRESSED OR IMPLIED. THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND WARRANTIES IMPLIED BY VIRTUE OF COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR TRADE PRACTICE ARE HEREBY DISCLAIMED, UNLESS DISCLAIMING SUCH WARRANTIES ARE PROHIBITED BY APPLICABLE LAW IN WHICH CASE THE DURATION OF THOSE WARRANTIES THAT CANNOT BE EXCLUDED BY LAW SHALL NOT EXCEED THE WARRANTY PERIOD DETAILED HEREIN.

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 ANY 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 CAUSED BY A BREACH OF THIS LIMITED 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 Original Purchaser. This Limited Warranty gives Original Purchaser specific legal rights and Original Purchaser may also have other rights which vary from state to state.

### **Claims Process & Right of Inspection**

To make a claim under this Limited Warranty, Original Purchaser needs to do so within thirty (30) days after discovering the problem. Call 1-800-GET-PINK® or send a letter addressed to Owens Corning, Customer Response Center, One Owens Corning Parkway, Toledo, Ohio 43659. In your correspondence, please explain the problem, include proof of purchase for the Product and the date it was installed. Shortly after communication is received, the Original Purchaser will be contacted regarding the claim and walked through the entire process. To fully evaluate the claim, testing may be required on the TI Product as specified in the Insulation Testing section of this Limited Warranty. Owens Corning reserves the right to require pictures of the TI Product at issue and/or pictures of its disposal. If the TI 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 TI Product. If requested by Owens Corning, Original Purchaser shall provide Owens Corning with reasonable access, during normal business hours, for the purpose of conducting an inspection of the TI Product.

### **Insulation Testing**

All sampling shall be conducted in accordance with sampling procedures prescribed by Owens Corning, and samples of the TI Product shall only be taken in the presence of an authorized Owens Corning representative or as otherwise agreed upon by Owens Corning.

### **Sampling requirements**

- The samples selected shall be representative of the TI Product in question and product label should be provided to Owens Corning representative when available.
- Samples must be of sufficient size to represent the TI Product issue in question (shall be validated by and discussed with an Owens Corning representative).
- The exact location of sampling shall include the material in question and shall be validated by and discussed with an Owens Corning 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 accredited lab or equivalent.

### **Modification of this Limited Warranty**

This Limited Warranty shall not be changed, modified, or extended except by written instrument signed by an Owens Corning representative.

No statement or recommendation made, or assistance given by Owens Corning, or its representatives, either oral or in any literature or other documentation, to Original Purchaser or any other persons in connection with the purchase, use or installation of the TI Product by or for the Original Purchaser, shall constitute a waiver by Owens Corning of any provision hereof or affect Owens Corning's liability as defined in this Limited Warranty.

### **Mandatory Arbitration**

To the extent permitted by applicable law, Owens Corning and Original Purchaser agree to arbitrate all disputes and claims arising out of or relating to this Limited Warranty or the TI Product ("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 thirty days after Notice is received, Original Purchaser or Owens Corning may commence an arbitration case, 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.

### **ORIGINAL 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.

### **ORIGINAL 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, Original Purchaser agrees 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 Limited Warranty and all Disputes are governed by 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.

**Effective Date:** March 15, 2024

**OWENS CORNING INSULATION SYSTEMS, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO, USA 43659

**1-800-GET-PINK®**

**[www.owenscorning.com](http://www.owenscorning.com)**

Pub. No. 10027278. Printed in U.S.A. March 2024.  
© 2024 Owens Corning. All Rights Reserved.