

# LIMITED 50 YEAR WARRANTY

**Foam-Control MAX™ Manufacturer:**

**Location:**

**Limited Warranty.** The Foam-Control MAX Manufacturer hereby warrants that for a period of fifty (50) years, commencing with the date of delivery (the “Warranty Period”), that the Insulation’s thermal resistance will not vary by more than ten (10) percent from the R-value at 75°F identified in the Foam-Control MAX TechData. If, during the Warranty Period, the Insulation is determined by sampling and testing (conducted as provided below) not to meet warranty value, then the Foam-Control MAX Manufacturer will either deliver to the owner (“Owner”) of the building on which the Insulation was initially installed a quantity of equivalent Foam-Control MAX product to replace the non-performing Insulation or, at the Foam-Control MAX Manufacturer’s sole discretion, refund to the Owner the original purchase price of the non-performing Insulation. The Foam-Control MAX Manufacturer’s maximum liability for any warranty claim shall not exceed the original purchase price of the Insulation.

**THE WARRANTY SET FORTH HEREIN IS IN LIEU OF ALL OTHER GUARANTEES AND/OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THIS WARRANTY SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY A WRITTEN INSTRUMENT SIGNED BY THE FOAM-CONTROL MAX MANUFACTURER AND THE OWNER. THERE ARE NO WARRANTIES AND/OR GUARANTEES WHICH EXTEND BEYOND THE TERMS AND PROVISIONS SET FORTH IN THIS WARRANTY.**

**Conditions.** The Foam-Control MAX Manufacturer’s obligations under this Warranty will only take effect if the Insulation was installed in strict accordance with all applicable Foam-Control MAX specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the Foam-Control MAX have been paid in full. This Warranty shall be void if, in the Foam-Control MAX Manufacturer’s sole judgment, the Insulation’s performance has been impaired by either damage or alterations to the Insulation without obtaining the Foam-Control MAX Manufacturer’s prior written approval.

**Exclusions.** The Foam-Control MAX Manufacturer does not warrant the compatibility of any other product (including but not limited to any roofing membrane or coatings) with the Insulation, and does not assume any liability for any incidental, consequential, exemplary, special or punitive damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

**Sampling and Testing.** All sampling shall be conducted in accordance with sampling procedures prescribed by the Foam-Control MAX Manufacturer, and samples of the Insulation shall only be taken in the presence of an authorized Foam-Control MAX Manufacturer representative. Testing of Insulation samples shall be in accordance with ASTM Test Method C518 or C177, or the then closest Foam-Control MAX Manufacturer’s approved effective equivalent thereof. Insulation samples shall be conditioned to equilibrium at 73°F/50% RH prior to testing. 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.



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