



R-Control[®] ULTRASCREEN[™] Warranty

SECTION I - Conditions and Limits

The following R-Control[®] ULTRASCREEN[™] Sight and Sound Barrier Panel Licensed Manufacturer

Facility Name:
Location:

Warrants to Owner:

R-Control ULTRASCREEN Panels are subject to the terms, conditions and limitations stated in this Limited Warranty. The R-Control ULTRASCREEN Licensed Manufacturer will repair or replace, at R-Control ULTRASCREEN Licensed Manufacturer's option, R-Control ULTRASCREEN manufactured by the authorized R-Control ULTRASCREEN Manufacturer shown on this warranty, when the R-Control ULTRASCREEN Panels, which are installed at the project location described in this Warranty, are found to be delaminating structurally for 10 years hence, as stated in Section II, or suffer damage from termites that cause the ULTRASCREEN Panels to become structurally unserviceable for 10 years hence, as stated in Section III.

Liability under this Warranty is limited in that it shall not exceed the original sales price of the R-Control ULTRASCREEN panels supplied. This Warranty may be enforced for any project, only if the R-Control ULTRASCREEN Panels have been installed per R-Control ULTRASCREEN: Load Design Charts, Details, Compliance Reports, Plan Review by a Licensed Structural Engineer/Architect, use of Approved Component Materials, i.e., adhesives, sealants, fasteners, insect protection practices and conditions, etc.

This Warranty shall commence upon the date of the final inspection and acceptance of the R-Control ULTRASCREEN Panels by the governing authority for the project.

SECTION II - Lamination Standard

The R-Control ULTRASCREEN Licensed Manufacturer warrants that the R-Control ULTRASCREEN Panels will maintain their required structural lamination strength for the time period stated in Section I. The Warranty Agreement applies to R-Control ULTRASCREEN Panels produced exclusively by the R-Control ULTRASCREEN Licensed Manufacturer shown on this Warranty, and bearing the Licensed Manufacturer's AFMUL mark on the AFM Perform Guard[®] EPS core.

Tests will be conducted at three (3) separate areas of the ULTRASCREEN Sight and Sound Barrier System project, yielding three (3) 12" X 12" samples. Tests on these samples will be conducted at 75° F, with the results being averaged. The tests will be performed by an independent laboratory selected by the R-Control ULTRASCREEN Licensed Manufacturer. Strength values will be sufficient to provide serviceability for its intended use based upon published R-Control ULTRASCREEN Sight and Sound Barrier Systems technical literature in effect at the time the R-Control ULTRASCREEN Panels were manufactured.

Section III - Perform Guard[®] EPS Standard

R-Control ULTRASCREEN Panel cores are produced with Perform Guard EPS containing a prescriptive level of an EPA registered additive. R-Control ULTRASCREEN Panel cores incorporating this additive have exhibited a high resistance to termites. Extensive testing modeled after ASTM D3345-74 and WPA EL 12-72, has been conducted on R-Control Perform Guard EPS. These tested EPS field samples exhibited minimal damage after exposure to various species of termites found in North America. A list of species is available from the R-Control ULTRASCREEN Licensed Manufacturer.

Limited Warranty

The R-Control ULTRASCREEN Licensed Manufacturer hereby warrants to the Installer/Owner that the R-Control ULTRASCREEN Panels will remain serviceable for their intended use and will maintain structural effectiveness for a period of 10 years during normally occurring exposure to termites. A list of species is available from the R-Control ULTRASCREEN Licensed Manufacturer.

Conditions for Warranty

As a condition precedent for entitlement to this warranty, the Installer/Owner must fully comply with all the instructions for handling, storing and installing the R-Control ULTRASCREEN Panels, together with proper site preparation and maintenance where the R-Control ULTRASCREEN Panels are to be installed, all as provided in Protection Practices and Conditions as part of this warranty.

Procedures to Exercise Remedies

1. The Installer/Owner must follow R-Control ULTRASCREEN Panel storage and installation requirements. See R-Control reference documents: the R-Control ULTRASCREEN Construction Details, R-Control ULTRASCREEN Load Design Charts, and R-Control ULTRASCREEN Specifications existing at the time of construction.
2. The Installer/Owner must take precautions against potential high insect exposure risk through reasonable landscape planning (i.e., limiting close-in foliage), proper ground preparation and coverings not conducive to insects. See Protection and Practice Conditions of this Warranty.
3. Immediately upon discovering infestation of the R-Control ULTRASCREEN Panels, the Installer/Owner shall report such fact in writing to the R-Control ULTRASCREEN Licensed Facility shown on this Warranty.
4. Promptly the R-Control ULTRASCREEN Licensed Manufacturer shall cause an examination to be made to determine that the Installer/Owner is properly qualified for this Warranty and to determine whether or not there has been a failure of serviceability of the R-Control ULTRASCREEN Panels. The R-Control ULTRASCREEN Licensed Manufacturer shall be guided in its determination by the data shown on its UL Certificate and/or ULTRASCREEN Load Design Charts.
5. Where it has been substantiated by the R-Control ULTRASCREEN Licensed Manufacturer that there has been a failure of serviceability of the Perform Guard EPS core or the R-Control ULTRASCREEN Panels are not performing to their structural requirements (due to termite damage), the R-Control ULTRASCREEN Licensed Manufacturer in its sole discretion may offer any of the following remedies:
 - a. The R-Control ULTRASCREEN Licensed Manufacturer at its own expense may order field treatment of the affected panel area(s) by a licensed pest control operator, including follow-up treatment, not to exceed a total of two applications.
 - b. The R-Control ULTRASCREEN Licensed Manufacturer or its authorized representative may employ nondestructive methods to accomplish repairs.

- c. The R-Control ULTRASCREEN Licensed Manufacturer or its authorized representative may repair or replace defective panel(s) by any reasonable means.
- d. In no event shall the cost of any repair or replacement exceed the original cost of the affected R-Control ULTRASCREEN Panels and as shown on manufacturer's original invoices and/or bills of lading.

Limited Warranty Conditions

Section IV - Exceptions and Limitations

In addition to all other exceptions set forth herein, this Warranty Agreement shall not cover any failure of the R-Control ULTRASCREEN Panels to meet the minimum lamination strength, R-Value, or termite infestation, due to:

1. Excessive heat beyond design considerations or fire.
2. The effect of any solvent on the EPS core insulation.
3. The effect of coal tar pitch on the EPS core insulation.
4. Moisture resulting from improper installation and application of the R-Control ULTRASCREEN Sight and Sound Barrier System. Moisture resulting from a malfunction or failure of other system components, systems or construction. Moisture resulting from improper design, installation, or operation.
5. The effect of vermin intrusion to the R-Control ULTRASCREEN Panel.
6. The effect of equipment traffic or other compressive loads that exceed the design limits of the R-Control ULTRASCREEN Panel.
7. The effect of other external forces not under the control of the R-Control ULTRASCREEN Licensed Manufacturer.

SECTION V - Additional Terms, Conditions and Limitations

Owner shall notify the R-Control ULTRASCREEN Licensed Manufacturer in writing at the address in Section I within sixty (60) days after the owner of the warranted R-Control ULTRASCREEN Panels becomes aware of any panel delamination, or insect infestation. This Warranty shall not be enforceable if, in the judgment of R-Control ULTRASCREEN Licensed Manufacturer, any of the following shall occur:

1. The R-Control ULTRASCREEN Panels are damaged by any natural cause including, but not limited to, lightning, strong wind exceeding design maximums, hurricane, tornado, hail, earthquake, or flood.
2. The R-Control ULTRASCREEN Panels are damaged by any act of negligence, any accident or any intentional or unintentional misuse.
3. Metal work or other material used in the project system which causes loss of physical properties in the R-Control ULTRASCREEN Panels.
4. If, after installation of the R-Control ULTRASCREEN Panels, there are any alterations or repairs made on or through the R-Control ULTRASCREEN Panels, or if anything is placed upon or attached to the R-Control ULTRASCREEN Panels not in compliance with R-Control ULTRASCREEN recommended details.
5. Failure to use reasonable care in maintaining the R-Control ULTRASCREEN Panels and other system components.
6. The owner of the warranted R-Control ULTRASCREEN Panels fails to comply with any of the obligations stated in this Warranty Agreement.
7. The owner fails to comply with the protection practices and conditions for Perform Guard EPS.

During the term of this Warranty, the R-Control ULTRASCREEN Licensed Manufacturer or its designated representative shall have free access to inspect the installed R-Control ULTRASCREEN Panels during regular business hours.

The owner will be obligated to pay for all sample test cuts conducted by the independent laboratory as stated in Sections II and III. If a justifiable claim under the Warranty is determined by testing as stated in Section II of this Warranty, the R-Control ULTRASCREEN Licensed Manufacturer will reimburse the owner for the cost of the test cuts, as part of the repair or the replacement costs, not exceeding the limits of liability stated in Section I.

The R-Control ULTRASCREEN Licensed Manufacturer shall not be obligated under the terms of this Limited Warranty until:

The party (or parties) contracting for the R-Control ULTRASCREEN Sight and Sound Barrier System and component materials has paid, in full, all invoices and charges for materials, installation and service due and owing.

Original or copies of invoices and bills showing the cost of the R-Control ULTRASCREEN Panels shall be submitted along with any claims under this Warranty Agreement.

The R-Control ULTRASCREEN Licensed Manufacturer's failure at any time to enforce any terms or conditions stated herein shall not be construed to be a waiver of its right to enforce that term or condition.

Protection Practices and Conditions

Perform Guard EPS has been proven effective in independent testing to be resistant to specific species termites. A list of specific species is available from the Perform Guard EPS Licensed Manufacturer. It is recognized that at some time a wall structure may be subjected to visitation by insects. To reduce the risk of infestation of the Perform Guard Insulation, the following practices and general conditions must be maintained so that Perform Guard EPS Insulation will not be unduly subjected to termite intrusion. These practices and conditions must be employed to keep the Perform Guard EPS section of this Warranty in effect.

Practices:

1. General Site Sanitation: Remove all stumps, roots, and wood debris from the job site.
2. Termite prone areas must utilize recommended baiting systems and/or perimeter soil and footing treatment with termiticide chemicals before and after backfilling, including areas under concrete slabs.
3. Building requirements for proper design and protection against decay and termites must be followed.
4. Wood, wood scraps, paper and cellulose containing products are not to be buried on jobsite particularly in backfill areas.
5. Use only pressure treated lumber acceptable for ground contact in all construction areas.
6. All sites must be graded so good drainage occurs.
7. Use construction details and flashings which will minimize the potential of moisture related damage to the ULTRASCREEN Sight and Sound Barrier System.
8. Proper caulking of penetrations in or through the ULTRASCREEN Sight and Sound Barrier System must take place.

General Conditions:

1. Known ant and termite colonies on the project site must be eliminated by removal or chemical treatment.
2. Remove fallen wood off the ground and well away from The ULTRASCREEN Sight and Sound Barrier System.
3. Trim all trees and shrubs so no branches make direct contact or overhang any portion of the ULTRASCREEN Sight and Sound Barrier System.
4. Plant shrubs at least 18" away from ULTRASCREEN Sight and Sound Barrier System base.

For additional information, consult R-Control ULTRASCREEN Sight and Sound Barrier Series of Technical Bulletins available at www.R-Control.com

Disclaimers

THERE ARE NO WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WHICH EXTEND BEYOND THE WARRANTIES SET FORTH IN THIS WARRANTY, AND IN NO EVENT SHALL THE R-CONTROL ULTRASCREEN LICENSED MANUFACTURER OR AFM CORPORATION BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LOSSES ARISING OUT OF OR IN ANY WAY RELATING TO THIS WARRANTY OR ANY DESIGN OR MANUFACTURING DEFECT, EVEN IF THE R-CONTROL ULTRASCREEN LICENSED MANUFACTURER OR AFM CORPORATION HAS BEEN ADVISED OF THE POSSIBILITY THEREOF. NO OTHER WARRANTIES, EXPRESSED OR IMPLIED, ARE PROVIDED BEYOND THE TERMS, CONDITIONS, REMEDIES AND LIMITS SET FORTH IN THIS WARRANTY. NO EMPLOYEE, REPRESENTATIVE OR AGENT OF THE R-CONTROL ULTRASCREEN LICENSED MANUFACTURER OR AFM CORPORATION MAY AUTHORIZE CHANGES TO THIS WARRANTY, OR OTHERWISE ALTER THE TERMS, CONDITIONS, REMEDIES AND LIMITS SPECIFICALLY SET FORTH IN THIS WARRANTY FORM.

Perform Guard is not a barrier system. Insects may enter in through other access areas.

Protected under U.S. Patents No. 5,194,323 and No. 5,270,108. Other U.S. and Foreign Patents Pending.

R-Control ULTRASCREEN Panels are manufactured exclusively by Licensed Facilities of AFM Corporation.

Exclusive manufacturing and Marketing of the ULTRASCREEN Sight and Sound Barrier System is licensed to AFM Corporation by USG Corporation.

Perform Guard, R-Control and AFM are registered trademarks of AFM Corporation.

ULTRASCREEN is a trademark of USG Corporation.