

# OWENS CORNING

## Limited Lifetime Warranty for AttiCat® Loose Fill Insulation

### LIMITED LIFETIME WARRANTY

Owens Corning Insulating Systems, LLC ("Owens Corning") warrants its AttiCat® Loose Fill Insulation ("AttiCat Loose Fill Insulation") products as provided herein to the original homeowner purchaser ("Purchaser"). Owens Corning, subject to the conditions and limitations listed herein, warrants that AttiCat® Loose Fill Insulation shall be free from any defect in material or manufacturing that would adversely affect its R-value for the life of the building from the date of installation when such Loose Fill shall have been properly installed and when subject to normal and proper use. The coverage offered by this warranty automatically ceases upon sale of the building or property where the AttiCat® Loose Fill Insulation has been installed.

### REMEDY

If the performance of the AttiCat® Loose Fill Insulation is ever materially affected during the warranty period by a defect in material or manufacturing as described in the preceding paragraph, then Owens Corning will, at its sole discretion, provide the Purchaser with the reasonable cost of: (1) a quantity of AttiCat® Loose Fill Insulation sufficient to replace the defective AttiCat® Loose Fill Insulation or (2) a quantity of AttiCat® Loose Fill Insulation sufficient to bring the thermal performance of the installed AttiCat® Loose Fill Insulation up to the original intended R-value. OWENS CORNING'S LIABILITY HEREUNDER IS LIMITED TO THE REASONABLE COST OF THE REPLACEMENT OR ADDITIONAL ATTICAT® LOOSE FILL REQUIRED, AND OWENS CORNING SHALL HAVE NO LIABILITY FOR THE COST TO REMOVE THE DEFECTIVE ATTICAT® LOOSE FILL INSULATION OR TO INSTALL THE ADDITIONAL ATTICAT® LOOSE FILL INSULATION.

### 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 AttiCat® Loose Fill Insulation 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, or exposure to chemicals or the environment; or*
- *failure to install the AttiCat® Loose Fill Insulation strictly in accordance with Owens Corning's published installation instructions for AttiCat® Loose Fill Insulation; or*
- *non-manufacturing defects, including but not limited to improper maintenance, neglect, accident, casualty, vandalism or misuse of the AttiCat® Loose Fill Insulation or any other cause that disturbs or disrupts the AttiCat® Loose Fill Insulation as installed.*

### LIMITATIONS ON COVERAGE

*ANY IMPLIED WARRANTY, INCLUDING THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE AND THE WARRANTY OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW. OWENS CORNING SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM OWENS CORNING. OWENS CORNING'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.*

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 limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

### NOTIFICATION OF CLAIMS

If the AttiCat® Loose Fill Insulation exhibits what the Purchaser believes to be a manufacturing defect covered under the terms of this warranty, the Purchaser must promptly contact Owens Corning, notify us in writing, or, with a description of the claimed defect, along with the Purchaser name, address, telephone number, and date of installation. Such notification must be made within 60 days of the date that the claimed defect is first discovered, or reasonably could have been discovered. Mail notifications to: OWENS CORNING, ONE OWENS CORNING PARKWAY, TOLEDO, OH 43659.

### MODIFICATION OF THIS LIMITED LIFETIME WARRANTY

This warranty may not be changed or modified, except in writing signed by an officer of Owens Corning. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**For further information, please call: OWENS CORNING, ONE OWENS CORNING PARKWAY, TOLEDO, OH 43659, Telephone: 1-800-GET-PINK™.**

**Effective Date: October 1, 2012.**



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