



GreenGuard® Building Wrap

15 YEAR LIMITED SYSTEM WARRANTY

Kingspan Insulation LLC warrants to the owner of the building ("Owner") on which *Kingspan GreenGuard® RainDrop® 3D Building Wrap*, *Kingspan GreenGuard® MAX™ Building Wrap*, *Kingspan GreenGuard® HPW™ Building Wrap* or *Kingspan GreenGuard® C2000 Building Wrap* is installed that the product will perform to Kingspan Insulation LLC's published specifications for a period of fifteen (15) years from date of sale by Kingspan Insulation LLC, if installed in strict accordance with installation instructions provided by Kingspan Insulation LLC and accepted industry standards in a properly designed and constructed wall system, and installed using *Kingspan GreenGuard® Custom Seam Tape* and *Kingspan GreenGuard® Butyl Flashing*. No warranty is made with respect to weathertightness or leakage.

If, after inspection, Kingspan Insulation LLC determines that the products do not conform with this Limited Warranty, it will, at its option, either (a) refund the purchase price paid to it for the non-conforming product, or (b) provide replacements for such defective products and pay the reasonable costs of installation of such product, provided that under no circumstances will Kingspan Insulation LLC's liability exceed the lesser of (i) Ten Dollars (\$10.00) per square foot of the actual area of damage and (ii) the sum of Five Hundred Thousand Dollars. Kingspan Insulation LLC shall have no obligation under this Limited Warranty until all Kingspan Insulation LLC invoices for products supplied are paid in full to Kingspan Insulation LLC. The warranty period for replaced material shall be the remainder of the original warranty period. The sole and exclusive remedy for breach of warranty is the remedy of replacement or refund provided herein.

This Limited Warranty does not apply to damage due to abuse or mishandling of the product, improper installation, or damage which is caused by someone or something other than Kingspan Insulation LLC's product. Kingspan Insulation LLC does not warrant the compatibility of its products with any product manufactured by any third party. The Limited Warranty is available for specified purchases of *Kingspan GreenGuard® RainDrop® 3D Building Wrap*, *Kingspan GreenGuard® MAX™ Building Wrap*, *Kingspan GreenGuard® HPW™ Building Wrap* or *Kingspan GreenGuard® C2000 Building Wrap* made on or after February 10, 2017.

For the warranty to be valid, the Owner must submit a *Kingspan*

GreenGuard® Warranty Registration Form with proof of purchase (letter or invoice from contractor, building material supply company invoice) to Kingspan Insulation LLC at the address below:

Kingspan Insulation LLC
2100 RiverEdge Parkway
Suite 175
Atlanta, Georgia 30028

Any claims under this Limited Warranty must be made in writing to Kingspan Insulation LLC at the above address within 90 days of discovery of the issue giving rise to the claim. To be valid, all claims must identify the building address, the warranty claimant and the nature of the claim. If Kingspan Insulation LLC determines that an investigation of the claim is necessary, the claimant must allow access to a Kingspan Insulation LLC representative to view the property specified in the claim, including the taking of photographs and samples as required.

THE WARRANTY SET FORTH HEREIN IS THE ONLY WARRANTY PROVIDED BY KINGSPAN INSULATION LLC AND IS STRICTLY LIMITED TO ITS TERMS AND IS IN LIEU OF ALL OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS, INCLUDING WITHOUT LIMITATION THE **WARRANTIES OF MERCHANTABILITY** AND FITNESS FOR A PARTICULAR PURPOSE, THE CONDITIONS OF WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF QUALITY, AND OF ALL OTHER LIABILITIES AND OBLIGATIONS, ALL OF WHICH ARE HEREBY DISCLAIMED. ALL OTHER CONDITIONS, REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED BY STATUTE, USAGE, CUSTOM OF THE TRADE OR OTHERWISE ARE HEREBY WAIVED. KINGSPAN INSULATION LLC MAKES NO OTHER WARRANTIES REGARDING THE QUALITIES OF ITS PRODUCTS OR THE MATERIALS INCORPORATED THEREIN.

Kingspan Insulation LLC expressly disclaims any and all liability for any incidental, special, consequential or other similar damages arising, directly or indirectly, out of or occasioned by the purchase, use, installation, repair, replacement of the products, whether such damages are based on a claim for breach of express or implied warranty, tortious conduct, or any other cause of action, whether or not foreseeable and whether or not Kingspan Insulation LLC has been advised of the possibility of such damages.

Oral statements made by Kingspan Insulation LLC's representatives and written descriptions of products appearing elsewhere than in this Limited Warranty are not warranties and shall not be relied upon. This writing constitutes the final, complete and exclusive expression of the terms of the parties' agreement. Any modifications hereof, to be effective, shall be in writing, shall expressly refer to this Limited Warranty, and shall be signed by an authorized representative of Kingspan Insulation LLC.

This Limited Warranty shall be construed and the obligations of Kingspan Insulation LLC shall be interpreted in accordance with the laws of the State of Delaware without regard to the conflicts of laws thereof. Any controversy or dispute arising out of or related to this Limited Warranty shall be addressed and settled in accordance with the process set forth in Kingspan Insulation LLC's Sale Terms and Conditions (U.S.) provided to Kingspan Insulation LLC's customer (the "Sales Terms"). This Limited Warranty is issued pursuant to, and in connection with, the Sales Terms, and, except to the extent, if any, that this Limited Warranty directly conflicts with the Sales Terms, this Limited Warranty is subject to all applicable provisions of the Sales Terms. In the case of a direct conflict, the provisions of this Limited Warranty shall control with respect to such Limited Warranty only.

KINGSPAN INSULATION LLC

By: _____

Title: _____



Kingspan Insulation LLC

2100 RiverEdge Parkway, Suite 175, Atlanta, Georgia 30328
info@kingspaninsulation.us

1-800-241-4402

www.kingspaninsulation.us

www.kingspaninsulation.ca

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