



# GreenGuard® XPS Insulation Board

## 50 YEAR LIMITED THERMAL WARRANTY

Kingspan Insulation LLC warrants to the initial owner ('Owner') of a building on which a *Kingspan GreenGuard® XPS Insulation Board* of 1½ inch or greater thickness ('Product') is installed that the actual thermal resistance ('R-value') of the Product will not vary by more than ten percent (10%) from the R-value average published as a specification of the Product on its sales date for a period of fifty (50) years from the date of sale by Kingspan Insulation LLC (the 'Warranty Period').

This Limited Thermal Warranty shall be in effect only if the Product is installed in strict accordance with installation instructions provided by Kingspan Insulation LLC and accepted industry standards. If the Product fails to meet this Limited Thermal Warranty during the Warranty Period, Kingspan Insulation LLC, at its option, will deliver to the Owner of the building on which the Product is installed, a quantity of equivalent new Kingspan Insulation LLC product to replace the non-conforming Product or refund the purchase price paid to Kingspan Insulation LLC for the non-conforming Product. Under no circumstances will Kingspan Insulation LLC's liability exceed the purchase price paid to it for the Products. Kingspan Insulation LLC shall have no obligation under this limited warranty until any and all Kingspan Insulation LLC invoices for the 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 Thermal Warranty is available for specified Product purchased on or after February 10, 2017. Kingspan Insulation LLC assumes no liability under this Limited Thermal Warranty for damages caused by someone or something other than thermal value of the Product. This Limited Thermal Warranty shall be void if the Product's performance has been impaired by abuse, mishandling of the Product or by improper installation. Kingspan Insulation LLC does not warrant the compatibility of Product with any product manufactured by any third party, including but not limited to any roofing membrane or coating. This Limited Thermal Warranty is the user's sole and exclusive remedy for any claim based on failure of the Product to maintain its thermal value whether such claim would arise under tort, contract or statutory law.

*Kingspan Insulation LLC expressly disclaims any and all liability*

*for any incidental, special, consequential, or similar damages in connection with the Product or its use, whether or not foreseeable and whether or not Kingspan Insulation LLC has been advised of the possibility of such damages including, but not limited to, incremental heating, cooling or similar costs and any other harm to persons or property.*

In order to substantiate any claim under this Limited Thermal Warranty, the Product must be sampled and tested in accordance with sampling procedures prescribed by Kingspan Insulation LLC, and samples of the Product shall only be taken in the presence of an authorized Kingspan Insulation LLC representative.

Testing of Product samples shall be in accordance with ASTM Test Method C518, or the closest Kingspan Insulation LLC-approved effective testing method that is the equivalent of ASTM. Product samples shall be conditioned to equilibrium prior to testing. All sampling and testing costs including, but not limited to costs of Product covering removal and replacement, shall be at Owner's sole expense.

For the limited warranty to be valid, the Owner must submit a 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, GA 30328

Any claims under this Limited Thermal Warranty must be made in writing to Kingspan Insulation LLC at the address above 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 LIMITED 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, AND CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND OTHER WARRANTIES OF QUALITY, 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.

Oral statements made by Kingspan Insulation LLC's representatives and written descriptions of the 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 Terms and Conditions of Sale (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](http://www.kingspaninsulation.us)**

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