

# LIMITED 15 YEAR WARRANTY

## Foam-Control EPS with Perform Guard Licensed Manufacturer:

### Location:

**Limited Warranty.** The Foam-Control EPS Licensed Manufacturer hereby warrants that for a period of fifteen (15) years, commencing with the date of delivery (the "Warranty Period"), that the Foam-Control EPS with Perform Guard termite-resistant insulation will resist termite damage by maintaining Grading No. 8 or higher as determined by the inspection and grading system in AWWA E7-01 and ASTM D1758-06. If, during the Warranty Period, the Insulation is determined by sampling and testing (conducted as provided below) to not meet warranty value, the Foam-Control EPS Licensed Manufacturer will either deliver to the owner ("Owner") of the building on which the Insulation was initially installed a quantity of equivalent Foam-Control EPS with Perform Guard product to replace the non-performing Insulation or, at the Foam-Control EPS Licensed Manufacturer's sole discretion, refund to the Owner the original purchase price of the non-performing Insulation. The Foam-Control EPS Licensed Manufacturer 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 EPS LICENSED 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 EPS Licensed Manufacturer's obligations under this Warranty will only take effect if the Insulation is installed in strict accordance with all applicable Foam-Control specifications, recommendations and guidelines which were in effect at the time of such installation and all invoices for the Foam-Control EPS with Perform Guard have been paid in full. This Warranty shall be void if, in the Foam-Control EPS Licensed Manufacturer's sole judgment, the Insulation's performance has been impaired by either damage or alterations to the Insulation without obtaining the Foam-Control EPS Licensed Manufacturer's prior written approval.

**Exclusions.** The Foam-Control EPS Licensed Manufacturer does not warrant the compatibility of any other product (including but not limited to any foundation waterproofing or dampproofing coatings or insecticide treatments) 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 EPS Licensed Manufacturer, and samples of the Insulation shall only be taken in the presence of an authorized Foam-Control EPS Licensed Manufacturer representative. Evaluation of insulation samples shall be conducted in accordance with the inspection and grading system defined in AWWA E7-01 and ASTM D1758-06, or the then closest Foam-Control EPS Licensed Manufacturer's approved effective equivalent thereof. 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.

## Foam-Control EPS with Perform Guard

