

GAF Cornell ThermaCal® Wall Exterior Wall Insulation Panels Ltd. Warranty

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*Quality You Can Trust...From
North America's Largest Roofing Manufacturer!™*



ThermaCal[®] Wall

EXTERIOR WALL INSULATION PANELS

LIMITED WARRANTY

THE WARRANTY

GAF Warranty Company, LLC, a subsidiary of GAF, warrants that your GAF Cornell ThermaCal[®] Wall Exterior Wall Insulation Panels "ThermaCal[®] Wall Panels" installed on your sidewalls will remain free from manufacturing defects that adversely affect their performance for 15 years after installation. GAF also warrants to you that the thermal insulation R-value of the ThermaCal[®] Wall Panels on your sidewalls will not diminish to less than ninety percent (90%) of the published R-value at time of purchase for 15 years after installation.

GAF'S LIABILITY

Subject to the limitations set forth below, GAF's sole responsibility for breach of this limited warranty is the repair or replacement, at GAF's sole option, of that portion of the ThermaCal[®] Wall Panels (a) that exhibit manufacturing defects adversely affecting their performance or (b) that fail to meet the R-value specified above. Subject to the limitations set forth below, GAF's responsibility to you will be to provide, at GAF's sole option, (a) the reasonable cost to repair ThermaCal[®] Wall Panels; (b) replacement ThermaCal[®] Wall Panels; or (c) reimbursement for the reasonable cost of replacement wall panels. GAF shall not have any responsibility for the repair or replacement of any overlying sidewall cladding materials. In any event, GAF'S MAXIMUM LIABILITY for any claim will be the reasonable cost of any replacement ThermaCal[®] Wall Panels that are defective exclusive of installation cost (subject to the adjustment described below).

After the first year following the installation of ThermaCal[®] Wall Panels, GAF's MAXIMUM LIABILITY to you will be reduced to reflect the use you have received from your ThermaCal[®] Wall Panels. The amount of use will be calculated by dividing the number of months which have elapsed since installation to the date of the claim by the number of months in the warranty term. The total number of months in the warranty term is 180 (i.e., 15 years).

NOTIFICATION OF CLAIM/OWNER RESPONSIBILITIES

- (1) In the unlikely event that your ThermaCal[®] Wall Panels exhibit a manufacturing defect that adversely affects their performance or a Diminished R-value, you must either call GAF at 1-800-458-1860 about your claim or send a notice in writing to: GAF, Warranty Claims Department, 1 Campus Drive, Parsippany, New Jersey 07054, USA. You will then be provided with complete details about submitting your claim. Within a reasonable time after proper notification, GAF will evaluate your claim and resolve it in accordance with the terms of this limited warranty. GAF may require you to submit, at your expense, photographs and samples of your ThermaCal[®] Wall Panels for testing.
- (2) In the event that GAF determines samples must be taken, you will be required, at your expense, to remove samples, replace and repair the sample area, and have tests made on the ThermaCal[®] Wall Panels. You shall notify GAF in writing at the address shown above at least **thirty (30) days** prior to the removal of the installed samples. You agree that a GAF representative may monitor and choose the sampling places, the testing facility, and the testing procedures and that the testing take place only in the presence of a GAF representative. You further agree that a moisture content test shall also be performed under the above terms and conditions and that you shall be responsible for all costs involved in connection therewith. If your claim is found to be valid, GAF will reimburse you for the cost of moisture content testing. If you remove or damage the ThermaCal[®] Wall Panels prior to the scheduled sampling, this limited warranty shall be void.
- (3) If you repair or replace your ThermaCal[®] Wall Panels before you notify GAF about your claim **or** before GAF has completed its evaluation of your claim, your claim may be denied. If you need to repair or replace your ThermaCal[®] Wall Panels before your claim is resolved, you **MUST** provide GAF with reasonable notice.
- (4) **NOTE: Notice to your builder, contractor, or distributor is NOT notice to GAF.** You should retain this document for your records in the unlikely event that you need to file a claim.

EXCLUSIONS FROM COVERAGE

This limited warranty does **NOT** cover any ThermaCal[®] Wall Panels installed on cold storage or freezer buildings or buildings with high-humidity conditions. Additionally, GAF will **NOT** compensate you for damages resulting from anything other than an inherent manufacturing defect in your ThermaCal[®] Wall Panels, such as:

1. Improper workmanship in applying the ThermaCal[®] Wall Panels or any other sidewall component.
2. Unusual weather conditions or natural disasters, including but not limited to, fire, windstorms, hail, floods, hurricanes, lightning, tornados, and earthquakes.

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3. Damages due to:
 - (a) movement or cracking of the sidewall or building;
 - (b) improper installation, including, without limitation, any installation not in strict accordance with GAF's printed application instructions;
 - (c) failure of any materials used in any sidewall or insulation or materials other than the ThermaCal® Wall Panels;
 - (d) infiltration or condensation of moisture through the walls, copings, building structure, or surrounding materials;
 - (e) expansion or contraction of any counter flashing or metal work;
 - (f) mishandling or improper storage of ThermaCal® Wall Panels or conditions that have resulted in damage, crushing, or puncturing of the ThermaCal® Wall Panels; or
 - (g) use of materials that are incompatible with the ThermaCal® Wall Panels.
4. Performance issues of any other sidewall component.
5. After installation, moisture testing that finds an excess of 3% moisture in the ISO insulation component of the ThermaCal® Wall Panels or an excess of 20% moisture in the Plywood or OSB components of the ThermaCal® Wall Panels.

WHO IS COVERED BY THIS LIMITED WARRANTY; TRANSFERABILITY

You are covered by this warranty if you live in the United States or Canada and are the original property owner (i.e., not a builder or installer) or the first subsequent owner if this warranty was properly transferred.

This limited warranty may be transferred **only once**. The second owner must notify GAF in writing within **60 days** after the property transfer for any coverage to be transferred. (Other than this one transfer, this warranty may **not** be transferred or assigned by contract or by operation of law, either directly or indirectly.)

SOLE AND EXCLUSIVE WARRANTY; LIMITATION OF DAMAGES; MEDIATION; JURISDICTION; CHOICE OF LAW

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS, AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, WHETHER BY STATUTE, AT LAW OR IN EQUITY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. This limited warranty is your EXCLUSIVE warranty from GAF and represents the SOLE REMEDY available to any owner of GAF's ThermaCal® Products. GAF makes NO OTHER REPRESENTATIONS, CONDITIONS, GUARANTEE, OR WARRANTY of any kind other than that stated herein. GAF WILL NOT BE LIABLE IN ANY EVENT FOR CONSEQUENTIAL, PUNITIVE, SPECIAL, INCIDENTAL, OR OTHER SIMILAR DAMAGES OF ANY KIND, including DAMAGE TO THE INTERIOR OR EXTERIOR OF ANY BUILDING and/or mold growth, whether any claim against it is based upon breach of this limited warranty, negligence, strict liability in tort, or for any other cause.

The parties agree that, as a condition precedent to litigation, any controversy or claim relating to this limited warranty shall be first submitted to mediation before a mutually acceptable mediator. In the event that mediation is unsuccessful, the parties agree that neither one will commence or prosecute any lawsuit or proceeding other than before the appropriate state or federal court in the State of New Jersey, USA. This limited warranty shall be governed by the laws of the State of New Jersey, USA, without regard to principles of conflicts of laws. Each party irrevocably consents to the jurisdiction and venue of the above-identified courts.

NOTE: Some jurisdictions do not allow limitations on or the exclusion of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from jurisdiction to jurisdiction.

The United Nations Convention on Contracts for the Sale of International Goods shall **NOT** apply either to the sale of the ThermaCal® Wall Panels or to this limited warranty.

MODIFICATION OF WARRANTY

No representative, employee, or agent of GAF, or any other person, has the authority to assume any additional or other liability or responsibility for GAF unless it is in writing and signed by an authorized GAF Field Services Manager or Director. GAF shall not be responsible for any change or amendment to the GAF roofing or insulation specifications used in the construction of your roof or wall unless approved in writing by an authorized GAF Field Services Manager or Director.