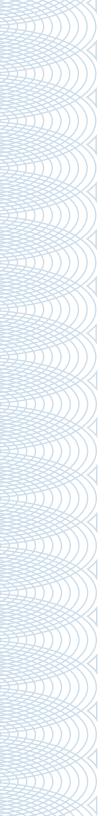
TOUGHGARD<sup>®</sup> DUCT BOARD AND ULTRA<sup>\*</sup>DUCT<sup>™</sup> BLACK BUILDING INSULATION CERTAINTEED CORPORATION







# LIMITED LIFETIME WARRANTY

ToughGard<sup>®</sup> Duct Board and Ultra\*Duct<sup>™</sup> BLACK

### What and Who is Covered and for How Long

Subject to the conditions and limitations listed herein, CertainTeed Corporation (CertainTeed) warrants to the original homeowner (purchaser) that its ToughGard<sup>®</sup> Duct Board and Ultra<sup>®</sup>Duct<sup>™</sup> BLACK Duct Board products (Duct Board) will be free from manufacturing defects during the lifetime of the original homeowner as long as the original homeowner retains ownership of the property in which the Duct Board was installed. This warranty is intended to cover individual residences only. It is not applicable to Duct Board installed in a building not used as an individual residence.

If CertainTeed determines that the Duct Board has a manufacturing defect according to the terms of this warranty, CertainTeed, at its sole discretion, will repair the Duct Board, supply replacement Duct Board, or refund the original cost of the Duct Board, up to a maximum liability which shall be equal to the cost of the Duct Board required to replace the defective product. However, CertainTeed shall in no event be liable for any labor charges or other expenses whatsoever in connection with removal or installation of either the original or replacement Duct Board except to the extent CertainTeed, at its election, repairs rather than provides replacement product for the Duct Board determined by CertainTeed to be defective.

In the event the original homeowner sells the residence in which the Duct Board was installed, the coverage provided by this warranty will be transferred to the subsequent homeowner and will be limited in duration to twenty (20) years from the date of the installation of the original Duct Board.

#### How to Make a Claim

To obtain performance under this warranty, the original homeowner (or the subsequent homeowner), the installation contractor or Duct Board supplier shall notify CertainTeed in writing of any defect promptly following its discovery and shall submit with such notice proof of date of purchase and installation in order to provide CertainTeed an opportunity to investigate the claim and examine the Duct Board claimed to be defective. Notification shall be provided to CertainTeed Corporation, P.O. Box 860, Valley Forge, Pennsylvania 19482, Attention: IG Technical Services Department.

## **Limitations of Liability**

1. CertainTeed shall have no liability under this warranty for:

- A. Defects or failure caused by improper storage or by installation of the Duct Board not in strict adherence with the written instructions of CertainTeed.
- B. Any damage to the Duct Board caused by impact of foreign objects, by lightning, hurricane, tornado, earthquake or other acts of God, by fire, exposure to water, explosion or other casualty.
- C. Defects, failure or damage caused by materials adjacent to the Duct Board.
- D. Damage caused by alteration after completion of the installation of the Duct Board, whether such alteration be by structural additions, changes, replacements, or by equipment installation, or as a result of post-sale treatment with chemicals, such as biocides and encapsulants.

E. Any issue with the Duct Board not a result of a manufacturing defect.

- CertainTeed shall have no liability under this warranty for damage caused by or resulting from the cleaning of the Duct Board system, unless the cleaning is performed in accordance with NAIMA AH122 (North American Insulation Manufacturers Association, Cleaning Fibrous Glass Insulated Air Duct Systems).
- 3. CertainTeed reserves the right to discontinue or modify any of its Duct Board products without notice, and shall not be liable to the original homeowner (or the subsequent homeowner), installation contractor or supplier as a result of such discontinuance or modification.
- 4. If CertainTeed replaces any Duct Board under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.
- 5. THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTIES AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, WHETHER WRITTEN, ORAL OR IMPLIED BY STATUTE OR AT LAW, INCLUDING THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. STATE OR PROVINCIAL LAW WILL DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A HOMEOWNER MAY SEEK A REMEDY UNDER THE IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING, REPLACING OR REFUNDING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS THAT MAY OCCUR AS A RESULT OF THE USE OF THE PRODUCT OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR PROVINCE DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state and province to province.

This limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed representatives.

All payments made by CertainTeed pursuant to this limited warranty are in U.S. dollars.

This warranty is effective on ToughGard<sup>®</sup> Duct Board and Ultra<sup>\*</sup>Duct<sup>™</sup> BLACK Duct Board installed subsequent to [Month day], 2015.

#### ASK ABOUT ALL OF OUR OTHER CERTAINTEED' PRODUCTS AND SYSTEMS:

CertainTeed Corporation Profe P.O. Box 860 Cons Valley Forge, PA 19482 www

Professional: 800-233-8990 Consumer: 800-782-8777 www.certainteed.com/insulation

