



# LIMITED WARRANTY FOR **HOMESEALR™** FOAM JOINT TAPE

*Limitations on the transferability of this warranty are set forth herein.*

## **Introduction**

Thank you for your recent purchase of HomeSealR™ Foam Joint Tape from Owens Corning Foam Insulation, LLC ("Owens Corning"). We have attempted to write this warranty in clear, plain-English terms, including the limitations and restrictions, so you will fully understand the warranty we are making to you. However, if anything in this warranty is not clear to you, please call us at 1-800-GET-PINK® (1-800-438-7465), or visit our website at [www.owenscorning.com](http://www.owenscorning.com).

## **Limited Warranty**

Owens Corning warrants to the original purchaser (the "Purchaser") that the HomeSealR™ Foam Joint Tape meets its product specifications at the time it is shipped by Owens Corning.

## **Non-Transferrable**

This warranty is not transferable. Further, notwithstanding anything to the contrary herein, the coverage offered by this warranty automatically ceases upon sale or other change of ownership of the building or property where the HomeSealR™ Foam Joint Tape has been installed.

## **Remedy**

Purchaser's sole and exclusive remedy and the limit of Owens Corning's liability for HomeSealR™ Foam Joint Tape proven to be other than as warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract or any other legal theory, shall be, at Owens Corning's sole option: (i) replacement of the affected HomeSealR™ Foam Joint Tape, without charge; or (ii) refund of the purchase price paid for the HomeSealR™ Foam Joint Tape. Any replacement tape will be of the same or a comparable type that is being manufactured by Owens Corning at the time of replacement. No substitutions of other products or products manufactured by other manufacturers will be permitted.

THE FOREGOING IS THE ENTIRE OBLIGATION OF OWENS CORNING. IN NO EVENT SHALL OWENS CORNING BE LIABLE FOR ANY COSTS (LABOR OR OTHERWISE) TO REMOVE HOMESEALR™ FOAM JOINT TAPE AND INSTALL NEW FOAM JOINT TAPE, NOR SHALL OWENS CORNING BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES TO ANY PERSON OR ENTITY, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY, REGARDLESS OF WHETHER THE REPLACEMENT OR REFUND REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON WHATSOEVER.

## **What Is Not Covered**

This warranty does not apply to, and Owens Corning shall not be liable for, any cause not expressly covered herein. This warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include failures of the HomeSealR™ Foam Joint Tape caused by:

1. The negligence, gross negligence or willful misconduct of the builder, general contractor, professional installer or any other third party, including the homeowner;
2. Improper or faulty installation of the HomeSealR™ Foam Joint Tape, improper building practices or design not in accordance with the applicable building code(s) or industry practice(s);
3. Causes beyond normal use, including but not limited to, Acts of God, fire, lightning, hurricane, high winds, floods, exposure to chemicals, physical abuse or misuse;
4. Vandalism or attack by any party;
5. Defects in the structure, or a component of the structure, or arising out of the performance of any non-Owens Corning products, premature deterioration of the building materials, or nonstandard use or application of the HomeSealR™ Foam Joint Tape; or
6. Any costs incurred by you that are not authorized in advance by Owens Corning.

## **Limitations on Coverage**

THIS LIMITED WARRANTY IS EXCLUSIVE AND REPLACES ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND GUARANTEES, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND OF FITNESS FOR A PARTICULAR USE OR PURPOSE, WHETHER BY STATUTE, AT LAW OR IN EQUITY, AND IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

THIS WRITTEN LIMITED WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO THE PURCHASER OF OWENS CORNING HOMESEALR™ FOAM JOINT TAPE. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN. THE TERMS CONTAINED WITHIN THIS WARRANTY ARE SUBJECT TO CHANGE WITHOUT NOTICE.



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YOUR REMEDY FOR DEFECTIVE HOMESEALR™ FOAM JOINT TAPE IS FULLY DESCRIBED IN THE “REMEDY” SECTION ABOVE. YOU ARE NOT ENTITLED TO ANYTHING OTHER THAN WHAT IS DESCRIBED IN THAT SECTION. OWENS CORNING SHALL NOT BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES, OR FOR DAMAGE TO YOUR STRUCTURE, ITS CONTENTS OR ITS OCCUPANTS, WHETHER ANY CLAIM AGAINST IT IS BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT OR ANY OTHER THEORY OR CAUSE OF ACTION.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights and you may also have other rights that vary from state to state.

### **Claims Process**

To make a claim under this warranty, you must do so within thirty (30) days after you discover the problem. Call us at 1-800-GET-PINK® (1-800-438-7465). Explain the problem and include proof of purchase for the HOMESEALR™ Foam Joint Tape and the date of installation. To fully evaluate your claim, we may ask you to provide, at your expense, pictures of the HOMESEALR™ Foam Joint Tape and or HOMESEALR™ Foam Joint Tape samples for us to test.

### **No Modification to this Warranty**

This warranty may not be changed or modified. No one, including any representative or employee of Owens Corning, has authority to assume any additional liability or responsibility for Owens Corning or in any way modify or change this warranty.

For further information, please call: OWENS CORNING, ONE OWENS CORNING PARKWAY, TOLEDO, OH 43659, Telephone: 1-800-GET-PINK® (1-800-438-7465).

**Effective Date: February 19, 2015.**



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