



Johns Manville
P.O. Box 5108
Denver, CO 80217-5108

Limited Warranty Fiber Glass Building Insulation

What is Warranted

All Fiber Glass Building Insulation ("FGBI") products sold are subject to the following limited warranty: the FGBI is manufactured in all material respects to Seller's product specifications; and Seller warrants that for a period of one year from the date of shipment the product will be free from defects in material and workmanship. Note: Seller's products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Purchaser.

SELLER DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Seller within 10 days of delivery if visibly damaged or defective, and otherwise within 30 days after the defect to which each claim relates is discovered, or should have been

discovered, but in no event longer than one year after product shipment.

Some states do not allow limitation of an implied warranty, so the above limitation may not fully apply to you.

Any damage to the FGBI is not a result of a defect in its manufacture and, therefore, is not covered by this warranty and/or constitutes a waiver of this warranty and any remedy. Such damage includes, without limitation: accident; misuse; abuse; and/or failure to care for the FGBI as recommended in the product data sheet.

Legal Rights and Remedies

This warranty gives you specific legal rights and remedies. You may also have other rights that vary from state to state.

Purchaser's exclusive remedy and the limit of seller's liability for breach of the limited warranty set forth above, whether any such breach is based on negligence, breach of contract or warranty, strict liability, or any other theory, shall be, at seller's option, the repair, replacement with a like quantity of nondefective product or refund of the purchase price, plus reasonable shipping charges incurred by Seller for approved returns.

Seller shall not be liable for any consequential or special damages based on negligence, breach of contract or warranty, strict liability, or any other theory, for failure to perform its obligations under this agreement and limited warranty. Additionally, consequential and special damages shall not be recoverable even if the repair, replacement or refund remedy for seller's breach of its limited warranty fails of its essential purpose or for any other reason.

Some states do not allow the exclusion or limitation of incidental or consequential

damages, so the above exclusion or limitation may not fully apply to you. In such states, Seller's liability shall be limited to the maximum extent permitted by applicable law. The consideration for the limitation of Johns Manville's liability as stated herein is the original purchase price Purchaser paid for the FGBI.

How to Make a Claim

To require Johns Manville to perform any obligation under this warranty, you must, within ten (10) days of discovery of the alleged defect to which the claim relates, and at your own expense, send written notification of such defect, by certified mail, to the nearest Johns Manville Insulation Group Sales Office or Johns Manville Headquarters. This notice must include a general description of the alleged defect. Failure to notify Johns Manville in this manner shall be deemed a waiver of any claim for any purported defect.

Within (30) days after written notice of the alleged defect has been received by Johns Manville, a Johns Manville representative will investigate the claim. You must allow a Johns Manville representative to reasonably investigate the alleged defect and provide that representative adequate samples of the FGBI from the structure to which it is affixed for testing by Johns Manville as part of the claim investigation.

Upon being permitted such opportunity to investigate, Johns Manville will then promptly perform any obligation

imposed by this limited warranty as a result of such investigation.

Johns Manville will not be liable for any actions or expenditures Purchaser may incur **prior** to written acknowledgement from Johns Manville that it assumes responsibility for the alleged defect.