

Tectum™ III 50 Year Thermal Warranty

Rev. April 2013

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Tectum Inc. has received a fifty year limited warranty from Dow Chemical U.S.A., an operating unit of The Dow Chemical Company (Dow) for STYROFOAM* Brand Insulation when used as the insulation in the Tectum III composite panels manufactured by Tectum Inc.

Therefore, Tectum Inc. hereby warrants that for a period of fifty (50) years, commencing with the date on which the Tectum III subject to this warranty was manufactured (or purchased, if within 180 days of its manufacture), the insulation's actual thermal resistance will not vary by more than ten percent from an R-Value of 5.0 per inch. If the insulation is determined by sampling and tests (conducted as provided below) to not meet warranty value, Tectum Inc. will either deliver to the Owner ("Owner") of the building in which the Insulation and the Tectum III was initially installed a quantity of equivalent product to replace the non-performing Insulation. Total expense to the manufacturers of this warranty will be limited to the original purchase price of the insulation.

THE WARRANTY IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY TECTUM INC. THE OWNER. THERE ARE NOT WARRANTIES OR GUARANTEES WHICH EXTEND BETOND THE DESCRIPTION SET FORTH IN THE WARRANTY.

CONDITIONS: Tectum Inc.'s obligation under this warranty is applicable to Insulation manufactured after July 1, 1987 and will only take effect if:

1. The Owner notifies Tectum Inc. of any failure of the Insulation to perform as warranted herein in writing and within thirty days of the Owner's earliest notice, actual or constructive, of such failure; and:
2. The Tectum III was installed in strict accordance with all applicable specifications, recommendations and guidelines which were in effect at the time of such installation. This Warranty shall be void if, in Tectum Inc.'s judgment, the Insulation's performance has been impaired by either damage or alterations (lacking prior written approval) to the product.

EXCLUSIONS: Tectum Inc. does not warrant the compatibility of any other product (including but not limited to any roofing membrane or coating) with the Insulation, and does not assume any liability for any incidental or consequential damages, including (but not limited to) incremental heating, cooling or similar costs and any other harm to persons or property.

INSULATION TESTING: All sampling shall be conducted in accordance with sampling procedures prescribed by Tectum Inc., and samples of the Insulation shall only be taken in the presence of an authorized representative of Tectum Inc. Testing of Insulation samples shall be in accordance with ASTM Test Method C518, or the then closest Dow-approved effective equivalent thereof. Insulation samples shall be conditioned to equilibrium prior to testing. All samples and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Owner's sole expense.

* Trademark of The Dow Chemical Company



50 YEAR THERMAL LIMITED WARRANTY

STYROFOAM™ BRAND EXTRUDED POLYSTYRENE FOAM INSULATION

THERMAL LIMITED WARRANTY

The Dow Chemical Company hereby warrants to the owner of the building/structure upon which the insulation was installed that, for a period of fifty (50) years, commencing with the date of manufacture printed on the unit label or insulation, that the insulation's actual thermal resistance will not vary by more than ten (10) percent from the minimum R-value identified in ASTM C578 on insulation with a thickness of 1.5 inches or greater.** If the insulation is determined by sampling and tests (conducted as provided below) to not meet warranty value, Dow will deliver to the owner of the building on which the insulation was initially installed a quantity of substantial equivalent product to replace the non-performing insulation or, in the alternative, at Dow's sole discretion, refund to the owner the original purchase price of the non-performing insulation. In no event shall Dow be liable for any other costs or damages, including labor costs. Total Dow expense for the life of this warranty will be limited to the original purchase price of the insulation.

CONDITIONS/EXCLUSIONS

The following conditions/exclusions apply to this Warranty:

- A. Dow's obligations under this warranty are applicable only to insulation with a thickness of 1.5 inches or greater manufactured by Dow after November 1, 2010 and purchased and installed in the United States.
- B. Insulation must be installed in typical building and construction assemblies (including roofing) in strict accordance with all applicable Dow specifications, recommendations and guidelines that were in effect at the time of such installation.
- C. The building must be owned by the claimant at the time of any warranty claim.

- D. This warranty shall be void if, in Dow's sole judgment, there is damage to the insulation resulting from improper handling and installation, maintenance, intentional or unintentional misuse, negligence, impact of falling objects, vandalism, earthquake, lightning, hurricane, flood, fire, hailstorm, high wind, tornado, excessive UV exposure, cascading roof/floor water, ponding water, immersion in water, non-diffusion open assemblies, or failure or distortion in the walls or foundation of the building/structure, including settling of the building or movement of framing members.
- E. Insulation must be stored prior to installation in accordance with Dow's recommendations. These instructions are available by calling 1-866-583-BLUE (2583).
- F. Dow does not warrant the compatibility of any other products, whether manufactured by Dow or not, including (but not limited to) any roofing membranes or coatings.
- G. Building and/or construction practices unrelated to building materials could greatly affect moisture and the potential for mold formation. No material supplier including Dow can give assurance that mold will not develop in any specific system or product.

INSULATION SAMPLING/TESTING

All sampling shall be conducted in accordance with sampling procedures prescribed by Dow, and samples of the insulation shall only be taken in the presence of an authorized Dow representative. Testing of insulation samples shall be in accordance with ASTM C518, or the then closest Dow-approved effective equivalent thereof. Insulation samples shall be conditioned to equilibrium prior to testing. 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.

**For thickness less than 1.5 inches, other warranties may apply. Please contact your Dow representative for further details.

CLAIM REQUIREMENTS

All claims must be initiated within 30 calendar days after owner learns, or reasonably should have learned, of the factual basis for the claim, or the claim is waived. All claims must be initiated by calling 1-866-583-BLUE (2583).

EXCLUSIONS OF ALL OTHER WARRANTIES / LIMITATIONS

THESE WARRANTIES ARE IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THERE ARE NO WARRANTIES OR GUARANTEES OTHER THAN THOSE SET FORTH IN THIS WARRANTY.

DOW 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.

This warranty may not be changed or modified except in writing, signed by an authorized representative of Dow.

Consumer Purchases - 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 certain limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may have other rights which vary from state to state.

SAMPLE

www.dowbuildingsolutions.com

1-866-583-BLUE [2583]

