



AP™ Foil-faced Sheathing (JM Rigid Foam Board 20 Year Limited Warranty)

Johns Manville warrants that the thermal insulation R value of its polyisocyanurate foam insulation products will not at any time after the first (1st) year after purchase, but prior to the start of the twentieth (20th) year after purchase, diminish to less than eighty percent (80%) of the published R value of the Product at the time of purchase. This warranty is expressly made subject to the following terms, conditions, and limitations:

(1) Warranty Limited to One Evaluation: Buyer agrees that the Limited Warranty is based on an evaluation of the Product as hereinafter set forth, and that the Product may be evaluated only one time during the time period for which this Limited Warranty is made. Buyer agrees and understands that the Product may not be evaluated each year, and the Limited Warranty applies to the results of the initial test performed on the product.

(2) Proof of Purchase: As a condition precedent to recover under this Limited Warranty, buyer agrees to retain the original proof of purchase of the Product sale (sales receipt) and to submit the same to Johns Manville in the event of filing a claim hereunder. The original proof of purchase (sales receipt) must clearly establish that it relates to the Johns Manville Product which is subject to the evaluation.

(3) SOLE WARRANTY: THIS LIMITED WARRANTY IS EXCLUSIVE AND LIMITS AS TO DURATION ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE TIME PERIOD STATED ABOVE. JOHNS MANVILLE MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THE IMPLIED WARRANTY SET FORTH HEREIN. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF BUYER'S REMEDIES FROM JOHNS MANVILLE. JOHNS MANVILLE'S LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY. WHETHER ANY CLAIM AGAINST JOHNS MANVILLE IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(4) Limitations of Coverage: Johns Manville shall not be liable for and this Limited Warranty does not apply to:

- (a) Product which has been damaged, abused, misused, punctured, crushed, or improperly applied or installed;
- (b) Product which has been harmed by use or environmental conditions such as that the foam cells have been ruptured by excessive heat, cold, and/or humidity;
- (c) Product wherein the moisture content as shown by the moisture content test taken on the sample at the time of evaluation indicates an excess of three percent (3%) moisture by weight;
- (d) Product which has not been handled, stored, or used according to the instructions outlined on Johns Manville labels or Johns Manville product literature in effect at the date of sale.

(5) How to Make Evaluation of R value and Claim: If at any time after the first (1st) year from the date of purchase of the Product, but prior to the twentieth (20th) year, buyer decides to evaluate the Product R value, he shall notify Johns Manville in writing at the address shown below at least sixty (60) days prior to the removal of the installed samples. Buyer agrees that all sampling and testing shall be conducted in accordance with sampling procedures prescribed by Johns Manville and that samples of the Insulation shall only be taken in the presence of an authorized Johns Manville who shall monitor and choose the sampling places, the testing facility, and the testing procedures. Buyer further agrees that a moisture content test shall also be performed under the above terms and conditions. All testing of the insulation samples shall be conducted at a NAVLAP certified testing laboratory approved by Johns Manville and shall be in accordance with ASTM C 518. All sampling and testing costs shall be at the owner's sole expense. Results of the testing will be final and binding on all parties concerned.

(6) Limitations of Liability: If the test results of the Product samples verify that the R value has fallen below eighty percent (80%) of Johns Manville's published specifications in force at the time of original sale, Johns Manville will reimburse buyer a percentage of buyer's original purchase price of the product pursuant to the following schedule.

Year After Purchase Tested	Percent Reimbursement of Original Purchase Price
1 through 10	100%
11	90%
12	80%
13	70%
14	60%
15	50%
16	40%
17	30%
18	20%
19	10%
20	0%

THE AMOUNT ORIGINALLY PAID FOR THE PRODUCT BY THE BUYER SHALL BE EVIDENCED BY THE ORIGINAL PROOF OF PURCHASE. IN NO EVENT SHALL THE AMOUNT OF ANY LIABILITY AND/OR REIMBURSEMENT OF JOHNS MANVILLE BE GREATER THAN THE ORIGINAL PURCHASE PRICE. IN NO INSTANCE SHALL JOHNS MANVILLE BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL JOHNS MANVILLE BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE OR BUILDING UPON WHICH THE PRODUCT IS APPLIED, ITS CONTENTS, OR OCCUPANTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(7) Assignment of Limited Warranty: The original purchaser of the Product shall be deemed the "buyer." The buyer may transfer this warranty to new buyers of the building only when title to the real estate is transferred; however, not more than one claim may be filed on any one building.

(8) Authority to Bind Johns Manville: No agent, salesman, employee, or other representative of Johns Manville is empowered to change, alter, or amend this Limited Warranty unless by written document signed by a duly authorized officer of Johns Manville.