



# 15 YEAR LIMITED Thermal Warranty

**Dow Building Materials.** The Dow Chemical Company ("Dow") hereby warrants that for a period of fifteen years, commencing with the date of manufacture printed on the product, that the Insulation's actual thermal resistance for all the products listed below will not vary by more than ten percent from its published R-value. If the insulation is determined by sampling and tests (conducted as provided below) to not meet warranty value, Dow will either deliver to the owner ("Owner") of the building on which the Insulation was initially installed a quantity of equivalent Dow product to replace the non-performing insulation or, at The Dow Chemical Company's sole discretion, refund to the Owner the original purchase price of the non-performing insulation. Total Dow expense for the life 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, EXPRESS OR IMPLIED, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND SHALL NOT BE EXTENDED OR ALTERED EXCEPT BY WRITTEN INSTRUMENT SIGNED BY DOW AND THE OWNER. THERE ARE NO WARRANTIES OR GUARANTEES WHICH EXTEND BEYOND THE DESCRIPTION SET FORTH IN THIS WARRANTY.

**Conditions.** The Dow Chemical Company's obligations under this Warranty are applicable to product manufactured by Dow after August 28, 2001 and will only take effect if installed in strict accordance with all applicable Dow specifications, recommendations and guidelines which were in effect at the time of such installation. This Warranty shall be void if, in The Dow Chemical Company's judgment, the Insulation's performance has been impaired by either damage or alterations (lacking prior Dow written approval) to the Insulation.

**Exclusions.** Dow does not warrant the compatibility of any other product (including but not limited to any roofing membrane or coatings) with the Insulation, and 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.

**Insulation 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 Test Method C518-98 or C236-89, 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.

**Warranty Includes:**

- Super TUFF-R\* Commercial Insulation**
- Super TUFF-R Insulation**
- TUFF-R Commercial Insulation**
- TUFF-R Insulation**
- THERMAX\* Sheathing**
- THERMAX AG-THERM Insulation**
- THERMAX Light Duty Insulation**
- THERMAX Heavy Duty Insulation**
- THERMAX Heavy Duty Plus Insulation**
- THERMAX Metal Building Board**

