

## COMMERCIAL FIBERGLASS INSULATION LIMITED WARRANTY

### What is Warranted and for How Long

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Guardian Building Products ("Guardian"), subject to the terms and conditions below, warrants all fiberglass insulation ("Insulation") manufactured by Guardian to be free from manufacturing defects and to be manufactured in all material respects to Guardian's product specifications for a period of one (1) year from the date of shipment by Guardian to its immediate customer. Liability under this warranty is limited, at Guardian's exclusive option, to Guardian replacing defective Insulation without charge at the place of Guardian's original delivery or, in the alternative, a refund of 100% of Guardian's original selling price for such defective Insulation. Labor charges or other costs incurred with removal or installation of either the original or replacement Insulation are not covered by this warranty.

### How to make a claim

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In the event you believe that Insulation fails to conform to this warranty, you must notify Guardian in writing at Guardian Fiberglass, Inc., 1000 East North Street, Albion, MI 45249, Attention: Quality Control Manager. Such notice must be made within sixty (60) days of the date the claimed defect was first discovered or reasonably could have been discovered. Notice must include a general description of the alleged defect. Guardian will then promptly inspect the claimed defect, or, at its option, may require that a sample of the allegedly defective product be shipped to Guardian. If such examination does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty. Guardian reserves the right to inspect any Insulation that is alleged to be defective prior to its removal from the customer or installation location. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

### Limitations

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This warranty is void under any of the following conditions:

1. The Insulation is stored, installed, or otherwise handled contrary to Guardian's product literature, written instructions, or to industry standards.
2. The Insulation is discarded, destroyed or altered before inspection by Guardian.
3. The Insulation is damaged or a defect is caused by modifications not executed by Guardian, impact from foreign objects, lightning, hurricane, tornado, earthquake or other acts of God, or by fire, explosion or other casualty.
4. The Insulation is rendered defective, fails or is damaged by materials installed or stored near the Insulation.
5. The Insulation is deliberately damaged or damaged by abuse or vandalism.

**GUARDIAN'S LIABILITY SHALL BE LIMITED SOLELY TO ITS RESPONSIBILITIES UNDER THIS WARRANTY. EXCEPT FOR THE EXPRESS WARRANTY DESCRIBED ABOVE, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF ANY KIND AND THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE INSULATION AND NO WARRANTY SHALL BE IMPLIED BY OPERATION OF LAW OR OTHERWISE. IN NO EVENT SHALL GUARDIAN BE LIABLE FOR INDIRECT, SPECIAL, CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSON. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.**

No variation or change from this warranty will be binding upon Guardian unless made in writing and signed by an officer of Guardian. This warranty gives you specific legal rights and remedies, and you may also have other rights which vary from state to state.