

GUARDFOAM™

SPRAY INSULATION

LIMITED WARRANTY

What is Warranted and for How Long

Guardian Building Products Distribution, Inc. (“Guardian”), subject to the terms and conditions below, warrants that its GuardFoam open cell and closed cell spray insulation products with a nominal 0.5 or 2.0 lb./ft³ density (as applicable, the “Product”) will, when properly stored and applied, perform as stated in the Product specification sheet published at the time of purchase. The coverage provided by this warranty is limited in duration to fifteen (15) years from the date of installation. Liability under this warranty is limited, at Guardian’s exclusive option, to (i) Guardian replacing defective Product without charge or, (ii) a refund of the original purchase price for such defective Product, or (iii) correction of the defect. In those instances in which Guardian determines that only a portion of the Product manifests a defect, Guardian reserves the right to limit any replacement or refund to the portion of the Product that manifests the defect.

Labor charges or any other costs related to or in connection with removal or installation of either the original or replacement Product are not covered by this warranty. In the event of replacement under the terms of this warranty, the original warranty shall apply to the replacement Product and will extend for the balance of the warranty period remaining at the time of replacement. Any Product considered to be defective should not be installed.

Who is Covered

Except where prohibited by state law, this limited warranty extends only to the original end-user Product customer and is non-transferable. “Original end-user customer” means a direct purchaser who installs, or who contracts for installation of, the Product for the purchaser’s residence or structure through a contractor, or the first occupant of a newly constructed residence or structure that contains the Product as part of the original construction.

How to Make a Claim

In the event you believe that Product fails to conform to this warranty, you must notify Guardian in writing at Guardian Building Products Distribution, Inc., 979 Batesville Road, Greer, SC 29651, Attention: GuardFoam Claims Department. Such notice must be made within thirty (30) days of the date the claimed defect was first discovered or reasonably could have been discovered. Written notice must include a description of the alleged defect, a picture of the defective Product, proof of the date of purchase as well as proof of property ownership. Guardian must be permitted to inspect the claimed defective Product. If such notice and examination does disclose a defect covered by this warranty, Guardian will perform its obligations under this warranty to the extent of the Product that actually manifests defects. Guardian reserves the right to inspect any Product that is alleged to be defective prior to its removal from the installation location. Guardian will not be liable for any actions or expenditures incurred prior to written acknowledgement of Guardian responsibility under this warranty.

Limitations

This warranty is void and does not apply to damage or defects arising under any of the following conditions:

1. Defects or failure caused by improper storage or installation or application not strictly in accordance with the written instructions for the Product. Product specifications and other Product information are available at www.guardianbp.com.
2. Improper construction practices or design not in accordance with the applicable building code or any change from construction plans or specifications properly approved for the structure.
3. The negligence, gross negligence or willful or intentional misconduct of any third party, including deliberate damage or damage by abuse, vandalism or improper use.
4. Defects in the structure or component of the structure in which the Product is installed, or premature deterioration of the building materials to which the Product is attached, or which are attached to the Product, including, but not limited to, movement or settling of walls or foundation of the building.
5. The Product fails, is rendered defective, or is damaged as a result of materials installed or stored near the Product.
6. The Product is damaged or a failure is caused by modifications not executed by Guardian, impact from foreign objects, hail, lightning, hurricane, tornado, earthquake, flood or other acts of God, or by fire, explosion or other casualty.
7. Exposure to high moisture or humidity (0.5 lb/ft³ density Open Cell Product only).
8. Alterations undertaken after completion of the installation of the Product, whether such alterations are structural in nature or by installation of other equipment.
9. Any other cause not involving manufacturing defects in the Product.

Purchasers of the Products are solely responsible for determining the effectiveness, suitability and safety of any particular use or application of the Product. Building code regulations vary from area to area. Purchasers should consult local building and safety codes for specific requirements.

Guardian reserves the right to discontinue or modify any of its Products without notice to the purchaser and shall not be liable as a result of discontinuance or modification. If Guardian replaces any Product under this warranty, it may substitute Product designated by Guardian to be of comparable quality in the event the Product initially installed has been discontinued or modified.

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 PRODUCT 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 OR LIMITATIONS ON TRANSFERABILITY OR HOW LONG AN IMPLIED WARRANTY LASTS, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

No variation or change in 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.

This warranty shall only be applicable and enforceable in the United States of America and Canada.

