

Limited Thermal Warranty



Issued: 2013
Re: LIMITED 30 YEAR THERMAL WARRANTY

What is Covered

ROCKWOOL warrants to the owner of a building in Canada or the US in which the warranted ROCKWOOL products are installed, for thirty (30) Years after installation, that its listed products, when used in the building and handled and serviced only in accordance with ROCKWOOL instructions (“intended use”), will maintain the originally declared R Value as published on the product packaging and specification data sheets existing on the date of sale by ROCKWOOL. Products must have been installed within six months after date of sale to be covered by this warranty.

If the ROCKWOOL products do not conform to this warranty, ROCKWOOL will, at its own election, redeliver the product with like quantities delivered to the original point of delivery, repair the product if removed by the claimant, or refund the original purchase price of the product.

“The Owner” is defined as the owner of a building or structure incorporating the ROCKWOOL products at the time the warranty claim accrues. A “listed product” is a ROCKWOOL product whose product packaging or specification data sheet states that the product is covered by the Limited 30-Year Thermal Warranty issued by ROCKWOOL.

What is Not Covered

The Warranty does not cover any damage or change to ROCKWOOL products resulting from improper material handling or storage, water, fire, wind, accident, disaster, non-intended use, improper installation, abuse, failure of other system components or modification. See additional Exclusions and Limitations, below.

Claims Process

The owner, within 90 days after it or its representatives knew or should have known information suggesting a possible warranty claim, shall provide written notice to ROCKWOOL, at the appropriate address below, including a full statement of the owner’s identity, building location, product description and all other relevant information. With the written notice, the Owner must provide documentary evidence as to date of sale and installation including, for example, sales receipts. Failure to initiate the claim in this manner and within this timeframe voids this warranty.

Sampling and Testing

All sampling and testing of ROCKWOOL products subject to a claim under this warranty must be conducted in accordance with the prescribed methods from ROCKWOOL and in the presence of a ROCKWOOL representative, with 30 days written advance notice to ROCKWOOL of the time of testing. All sampling and testing costs incurred by claimant in connection with a claim under this warranty are the sole responsibility of the claimant. ROCKWOOL shall be entitled to split samples at its own expense.

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EXCLUSIONS and LIMITATIONS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ROCKWOOL EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING BY LAW, OTHER AGREEMENT, USAGE OF TRADE, OR COURSE OF DEALING, EVEN IF ROCKWOOL HAS KNOWLEDGE OF HOW THE PRODUCT IS TO BE USED.

ROCKWOOL SHALL NOT BE LIABLE TO THE OWNER FOR ANY INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, FOR INSPECTION, RECEIPT, TRANSPORTATION AND CARE AND CUSTODY OF GOODS RIGHTLY REJECTED.

ROCKWOOL SHALL NOT BE LIABLE TO THE OWNER FOR ANY CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS IN REAL ESTATE OR OTHER PROPERTY VALUE, ARCHITECT OR ENGINEER FEES, CONTRACTOR OR LABOR COSTS TO REMOVE AND/OR REPLACE THE PRODUCTS, AND LOSSES OR COSTS FROM EXTRA HEATING OR COOLING REQUIREMENTS.

ROCKWOOL SHALL NOT BE LIABLE TO ANYONE BESIDES THE OWNER, AS DEFINED HEREIN, FOR ANY OTHER DAMAGES OR AMOUNTS.

THE ABOVE WARRANTY IS THE EXCLUSIVE AND ONLY THERMAL WARRANTY MADE BY ROCKWOOL AND DOES NOT NEGATE THE LIMITED WARRANTY FOUND IN THE ROCKWOOL TERMS & CONDITIONS OF SALE. ROCKWOOL'S AGGREGATE LIABILITY ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE RELEVANT ROCKWOOL PRODUCT.

ROXUL Inc. makes this warranty for Canada and may be contacted at 8024 Esquesing Line, Milton, Ontario, Canada L9T 6W3. Phone: 800-265-6878 or (905) 878-8474.

ROXUL USA Inc. makes this warranty for the US and is found at 160 Greentree Drive Suite 100 City of Dover, County of Kent, Delaware 19904. Phone: 800-265-6878 or (905) 878-8474.

This Limited Warranty covers the following ROCKWOOL products: MONOBOARD® roof board insulation, TOPROCK® dual density roof board insulation and CAVITYROCK® wall cavity insulation.