

Limited 30-Year Thermal Warranty

What is Covered

POWERWOOL warrants to the Owner (defined below) of the building in which POWERWOOL PRODUCTS (defined below) are installed that for up to 30 years after installation, the Products will maintain the originally declared R-value as published on the Product packaging and specification data sheets existing on the date of sale of the Products to that Owner.

If the POWERWOOL Products do not conform to this warranty, POWERWOOL will, at its sole election, redeliver the Product with like quantities to the original point of delivery, repair the Product if removed by the claimant or refund the original purchase price of the Product.

Conditions to be satisfied for a warranty claim to accrue

“Owner” is defined as the owner of the building or structure in Canada or the United States incorporating the POWERWOOL Products at the time of original installation. The benefit of this Limited Warranty accrues only to the original Owner. POWERWOOL shall not be liable to anyone besides the Owner for any damages or other amounts.

“Product” is any of the POWERWOOL products called “CavityBoard”, “CurtainBoard”, “CavityBoard HD” or “CurtainBoard HD 80” whose product packaging or specification data sheet states that the Product is covered by the Limited thirty-year Thermal Warranty issued by POWERWOOL.

Products must have been installed within 6 months after date of sale to the Owner to be covered by this warranty.

Products must have been handled and serviced only in accordance with POWERWOOL instructions.

What is Not Covered by the Limited Warranty

The Limited Warranty does not cover any loss or damage or change to POWERWOOL Products resulting from improper material handling or storage, water, fire, wind, accident, disaster, improper installation, abuse, failure of other system components (such as leaking window frames) or modifications to the original structure. 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 POWERWOOL, 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 the date of sale and installation including, for example, sales receipts. Failure to initiate the claim in this manner and within this timeframe terminates this warranty and renders it void.

Sampling and Testing

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

Exclusions and Limitations

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

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, POWERWOOL SHALL NOT BE LIABLE FOR:

- A. ANY INCIDENTAL LOSS OR DAMAGES INCLUDING, WITHOUT LIMITATION OR INSPECTION, RECEIPT, TRANSPORTATION AND CARE AND CUSTODY OF GOODS RIGHTLY REJECTED
- B. ANY CONSEQUENTIAL LOSS OR 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.

POWERWOOL'S AGGREGATE LIABILITY ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID BY THE OWNER FOR THE RELEVANT POWERWOOL PRODUCT.

PowerWool Insulation Inc. makes this warranty for Canada.

PowerWool Insulation USA Inc. makes this warranty for the United States.

This Limited Warranty covers the following POWERWOOL products: "CavityBoard", "CurtainBoard", "CavityBoard HD" and "CurtainBoard HD 80"

For more information, please contact POWERWOOL Technical Services at the phone number or email address below.

POWERWOOL Technical Services

Telephone: (604) 542-9926

Email: info@powerwoolinsulation.com