

NEOPOR ThermaPlus™ Insulated Sheathing with Barricade™ Building Wrap Limited Warranty

LIMITED WARRANTY SCOPE

BASF Corporation (“BASF”), subject to the conditions and limitations listed herein, warrants to the general contractor or primary builder responsible for the construction of the single family residential dwelling (the “Builder”) where the insulation was installed, that its BASF NEOPOR ThermaPlus™ (the “Product”) when properly installed according to BASF guidelines and the Product technical data sheet at time of installation, that the composite thermal performance, the physical properties of the individual component materials and the compatibility of the component materials within the system will be no less than the following:

- The representative whole product thermal insulation value will not vary more than ten (10%) percent from the published R-Value when measured in a pressurized guarded hot box apparatus,
- The Neopor® foam product component will meet the published physical performance requirements of Type II or VIII of ASTM C578-15B Table 1, and
- The product component will meet the published physical performance requirements of ICC-ES Acceptance Criteria for Foam Plastic Sheathing Panels Used as Weather-resistive Barriers (AC71).

This Warranty is limited to the terms and conditions, exclusions and limitations, requirements and legal rights stated in this Warranty.

In full satisfaction of any claim under this Warranty, BASF shall, if satisfied that the Product does not meet the warranted standard, after inspection, testing or other assessments conducted by or on behalf of BASF, repair or replace at its discretion any defective part or parts of the Product, or make a refund, all as described in this Warranty.

WARRANTY TERM

To the Builder: Ten (10) years from the date of installation as documented by the project registration form.

This Warranty applies only to Products installed on or after January 1, 2022.

WARRANTY CLAIM PROCEDURE

To make a claim under this Warranty, the Builder must notify BASF in writing of the claimed defect promptly, but in no event (i) more than thirty (30) days after becoming aware of the existence of a potential claim or (ii) after the expiry of the Warranty Term. Such claim notice must include: (1) the Builder’s name, address and telephone number, (2) address of the location where affected Product was installed, (3) proof of purchase (sales receipts, purchase orders, etc.), (4) name of installer, (5) date of installation and (6) insulation card. All Warranty claim notifications must be sent to:

BASF Corporation
11750 Katy Freeway
Houston, TX 770079
Attn: Neopor Product Management Dept.

Upon receipt of notice of a Warranty claim, BASF will, at its sole discretion, in full satisfaction of its obligations to the Builder under this Warranty:

- a) Inspect and validate the claimed defect, including on-site inspection by BASF or an independent third party inspector;



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- b) Builder agrees at Builder's expense to take samples of the insulation in accordance with BASF sampling procedures and to test the product to determine the performance of interest for the product. Testing of the product samples shall be in accordance with the applicable ASTM standards. All sampling related costs (including, but not limited to costs of product, its removal, forensic investigation, and repair costs) shall be at the Builder's expense. Procurement of samples must be witnessed by a BASF representative.
- c) Either repair or Replace the Product determined to be defective or refund to the Builder the value of such Product-up to the original BASF material component(s) purchase price.
- d) Substitute products designated by BASF to be of comparable quality in the event the product originally installed has been discontinued or modified.

LIMITATION OF LIABILITY

This Warranty supersedes any other warranties, guarantees or representations, written or oral, heretofore made with respect to the above referenced product or project.

The sole obligation and liability of BASF to the Builder for any claim in any way related or connected to the Product or installation of the Product shall be for actual and direct damages only and shall not, in any event, exceed the purchase price paid by the Builder of the Product

OTHER THAN AS STATED HEREIN, BASF MAKES NO WARRANTY, REPRESENTATION OR CONDITION OF ANY KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, BY FACT OR LAW, AND BASF EXPRESSLY DISCLAIMS ALL REPRESENTATIONS, CONDITIONS AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE, MERCHANTABILITY OR THOSE ARISING FROM STATUTE. IN NO EVENT SHALL BASF BE LIABLE FOR LOSSES, EXPENSES OR DAMAGES RELATED TO MENTAL DISTRESS, THE LOSS OF COMFORT, ENJOYMENT, CONVENIENCE, WAGES, OR SAVINGS, OR FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, AGGRAVATED, PUNITIVE OR EXEMPLARY LOSSES, DAMAGES OR EXPENSES, EVEN IF BASF HAS BEEN ADVISED OF OR IS AWARE OF THE POSSIBILITY OF SUCH LOSSES, EXPENSES OR DAMAGES.

The limitations, exclusions and disclaimers set out herein shall apply irrespective of the nature of the cause of action or claim, including but not limited to breach of contract, tort (including negligence) or any other legal theory and shall survive termination of the Warranty.

Builder is responsible for all costs, fees and expenses associated with or arising out of the dismantling, moving, removing or re-installation of walls, fixtures, or any other part of a building or other structure undertaken to satisfy a claim under this Warranty. Such costs, fees, and expenses include, without limitation, furniture moving costs, lodging costs, and costs of clean up and remediation.

EXCLUSIONS

If any party shall make or attempt any repairs, alterations, or additions to the structure which affect the Product or change the use, function or purpose of the structure or without the express written permission of BASF, this Warranty shall become immediately null and void and of no further force and effect. Product performance properties are limited to the material as supplied to the project.

Notwithstanding the generality of the limitations, exclusions, and disclaimers set out herein, this Warranty specifically excludes any defect in the Product or installation due to:



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- Natural causes including but not limited to lightning, earthquake, hurricane, tornado, fire, and acts of God;
- Movement of the structure resulting in stresses on the Product which exceed BASF's published standards for the Product, whether due to structural settlement, design or other factors;
- Defects in the underlying substrate;
- Mechanical damage caused by external forces;
- Application of any substance to the Product not specifically approved by BASF;
- Installation of the Product by persons not approved by BASF to install the Product; or
- Installation or storage of the Product not in accordance with all applicable BASF standards, instructions, manuals, and guidelines.
- The quality of labor used to prepare the surface and to apply or install the Products.
- Defective installation of the Product or attempted remedy.

Performance of the Product(s) should be verified by testing and carried out only by qualified experts.

If any part of this Warranty shall be determined to be invalid, then such portion shall be deemed severed from this Warranty and the remaining terms, exclusions and limitations shall apply.