



LIMITED 15 YEAR WARRANTY FOR STYROBOARD[®] EXTRUDED POLYSTYRENE (XPS) INSULATION

Limitations on the transferability of this warranty are set forth herein

Thank you for your recent purchase of Foamex Group[™] Styroboard[®] Extruded Polystyrene (XPS) Foam Insulation products ("XPS Foam Insulation") manufactured by Foamex Group Pty Ltd ("Foamex"). *

Foamex has a time tested quality standard. We are renowned as the leading Australian manufacturer of Polystyrene solutions for the building industry. With this in mind; we stand-by our XPS Foam Insulation products with an industry leading warranty; one of the best in the industry. The following document explains in easy to read language, all the elements covered off in our warranty. It is designed to fully explain and help everyone in the supply mix understand the warranty we are making to you. Please note, however, that the terms contained here are subject to change without notice. If anything in this warranty is not clear to you, please call us at (+61) (2)9720-4200 or visit our Website at www.styroboard.com.

*THIS WARRANTY DOES NOT COVER FOAMEX[™] STYROBOARD[®] EXPANDED POLYSTYRENE (EPS) PRODUCTS, WHICH ARE COVERED UNDER A SEPARATE WARRANTY.

Who Is Covered

If you live in the Australia and you are the original consumer purchaser (i.e. the homeowner or building owner, not the builder, installer or contractor) or any transferee tracing back to the original consumer purchaser (the "Purchaser") of XPS Foam Insulation, you are entitled to the benefits of this warranty.

What Is Covered

Foamex, subject to the conditions and limitations set forth herein, warrants that its XPS Foam Insulation shall, from the date of installation and for 15 years of the home or building in which originally installed, when such XPS Foam Insulation shall have been properly installed and when subject to normal and proper use:

- be free from defects in material and/or workmanship that materially affect its performance in the home or building in which originally installed;
- meet performance requirements set out in the Styroboard Technical data sheet (2017 and beyond).
- retain at least 80% of its advertised R-value *

Foamex's obligations under this warranty will only take affect if the XPS Foam Insulation is installed (including both the original installation and reuse installation) in typical building and construction assemblies in strict accordance with all applicable Foamex specifications, recommendations and guidelines that were in effect at the time of such installation. Foamex XPS Foam Insulation shall only be placed into an assembly where the moisture transport mechanism is well understood and determined to be acceptable in accordance with accepted engineering analytical practice.

Remedy

If, during the warranty period and because of a covered defect in material or manufacturing, the XPS Foam Insulation is determined by sampling and tests (conducted as provided

below) to not meet any of the performance requirements stated above, as Purchaser's sole remedy, Foamex will deliver to the Purchaser a quantity of equivalent Foamex product to replace the non-performing XPS Foam Insulation product or, at Foamex's sole discretion, refund to the Purchaser the original purchase price of the non-performing XPS Foam Insulation product.

FOAMEX'S TOTAL LIABILITY/COST HEREUNDER, FOR THE LIFE OF THE WARRANTY, IS LIMITED TO, AND CAPPED AT, THE ORIGINAL PURCHASE PRICE OF THE XPS FOAM INSULATION PRODUCT.

What Is Not Covered

This warranty does not apply to and Foamex shall not be liable for any cause not expressly covered herein. This warranty does not cover any problems with non-defective material caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include failures or defects in the XPS Foam Insulation caused by:

- causes beyond normal and proper use including, but not limited to, acts of God, war or terrorism, fire, flood, wind or other weather damage, exposure to chemicals or the environment; or
- failures or distortions in the building structure, or improper installation of neighbouring products; or
- failure to install the XPS Foam Insulation strictly in accordance with Foamex's published installation instructions for the XPS Foam Insulation product; or
- failure to install the XPS Foam Insulation in compliance with all applicable building codes; or
- damage to the XPS Foam Insulation caused by alterations made after completion of installation, including but not limited to structure changes, equipment installation, or other modifications; or
- non-manufacturing defects, including but not limited to improper storage, improper maintenance, neglect, accident, casualty, vandalism or misuse of the XPS Foam Insulation, or any other cause that disturbs or disrupts the XPS Foam Insulation as installed; or
- any costs incurred by you that are not authorized in writing, and in advance, by Foamex.

Further, this warranty does not apply to and Foamex shall not be liable for the compatibility of any other product (including, but not limited to adhesives or coatings) with the XPS Foam Insulation product.

*R-value means resistance to heat flow. The higher the R-value the greater the insulating power



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This warranty shall be voided if, in the Foamex Group's judgement, either damage or alteration of the Product (without prior Foamex written approval) has impaired the Product (without prior Foamex written approval) has impaired Product performance.

Limitations on Coverage

THIS WRITTEN WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM THE FOAMEX GROUP AND REPRESENTS THE SOLE REMEDY TO THE PURCHASER OF FOAMEX GROUP PTY LTD MANUFACTURED STYROBOARD XPS FOAM INSULATION PRODUCTS. FOAMEX GROUP PTY LTD MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY HEREIN.

THE WARRANTY PROVIDED IS IN LIEU OF ALL OTHER GUARANTEES AND WARRANTIES EXPRESSED OR IMPLIED. THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW.

FOAMEX GROUP DOES NOT ASSUME AND SPECIFICALLY DISCLAIMS ANY AND ALL LIABILITY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO LABOR COSTS TO REMOVE AND/OR REPLACE PRODUCT, INCREMENTAL HEATING, COOLING OR SIMILAR COSTS, AND ANY OTHER HARM TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS, OR TO ANY OTHER PERSONS OR PROPERTY, WHETHER FOR BREACH OF THIS WARRANTY, NEGLIGENCE, STRICT LIABILITY OR OTHER CLAIMS DERIVED IN TORT, OR FOR ANY OTHER CAUSE.

Some states do not allow limitations on how long an implied warranty lasts and/or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you. This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Claims Process

To make a claim under this warranty, you need to do so within thirty (30) days after you discover the problem. A letter sent to Foamex Group Customer Service, 31-33 Gatwick Road, Bayswater North, Victoria, Australia 3153. Explain the problem and include proof of purchase for the Product and the date it was installed. Shortly after we receive your communication, we will contact you regarding your claim and will walk you through the entire process. To fully evaluate your claim, we may require that testing be done on the product as specified in the Insulation Testing section of this warranty. If you have any questions, write us at the address above, call (+61)(39720-4200) or visit our Website at www.styroboard.com

Insulation Testing

All sampling shall be conducted in accordance with sampling procedures prescribed by the Foamex Group, and samples of the XPS Foam Insulation product shall only be taken in the presence of an authorized Foamex Group representative. Testing shall be conducted in conformance with the testing protocols as defined AS1366 part 4.

Sampling requirements:

- All sampling and testing costs (including but not limited to costs of insulation covering removal and replacement) shall be at the Purchaser's sole expense.
- The samples selected shall be representative of the XPS Foam Insulation product in question
- A minimum of three samples shall be selected
- The samples shall be 600 x 600mm for the full thickness
- The exact location of sampling shall be at the discretion of the home or building owner, or his/her representative
- All sampling shall be done in the presence of a Foamex Group representative
- All testing shall be conducted at a NATA/AWTA accredited lab or equivalent

Modification of this Limited Lifetime Warranty

This warranty shall not be changed, modified or extended except by written instrument signed by an officer of the Foamex Group

No statement or recommendation made or assistance given by Foamex Group, or its representatives, either oral or in any literature or other documentation, to Purchaser or any other persons in connection with the purchase, use or installation of the XPS Foam Insulation product by or for the Purchaser, shall constitute a waiver by Foamex Group of any provision hereof or affect Foamex Group's liability as defined in this warranty.



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