

JM CORBOND III® LIMITED WARRANTY (USA)

JM Corbond III products used in air barrier applications (“products”) by members of the Air Barrier Association of America (“ABAA”) are subject to the following limited warranty when installed by a Johns Manville Approved Contractor, trained and certified by the ABAA, in accordance with all of Johns Manville’s product specifications:

Johns Manville warrants that for a period of three years from the date of installation the product will be free from defects in material and workmanship and is manufactured in all material respects to Johns Manville's product specifications. Note: Johns Manville's products may vary in details of design and construction from descriptions in any literature or from any sample, display or other model inspected by Purchaser.

JOHNS MANVILLE DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, IN FACT OR IN LAW, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. Every claim under this limited warranty shall be deemed waived unless in writing and received by Johns Manville, at the address indicated below, within 10 days of installation if visibly damaged or defective, and, otherwise, within 30 days after the defect to which each claim relates is discovered, or should have been discovered, but in no event longer than three years after installation.

LIMITATION OF REMEDY: PURCHASER'S EXCLUSIVE REMEDY AND THE LIMIT OF JOHNS MANVILLE'S LIABILITY FOR BREACH OF THE LIMITED WARRANTY SET FORTH ABOVE, WHETHER BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, SHALL BE, AT JOHNS MANVILLE’S OPTION, REPAIR, REPLACEMENT WITH A LIKE QUANTITY OF NONDEFECTIVE PRODUCT OR REFUND OF THE PURCHASE PRICE.

NO RECOVERY OF CONSEQUENTIAL OR SPECIAL DAMAGES: JOHNS MANVILLE SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL OR SPECIAL DAMAGES BASED ON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY, OR ANY OTHER THEORY AT LAW OR IN EQUITY, FOR FAILURE TO PERFORM ITS OBLIGATIONS UNDER THIS AGREEMENT. ADDITIONALLY, CONSEQUENTIAL AND SPECIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REPAIR, REPLACEMENT OR REFUND REMEDY FOR JOHNS MANVILLE'S BREACH OF ITS LIMITED WARRANTY FAILS OF ITS ESSENTIAL PURPOSE OR FOR ANY OTHER REASON.

DIRECT ALL INQUIRES TO:

Johns Manville
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