



OWENS CORNING REMODELING SYSTEMS, LLC  
ATTN: BASEMENT FINISHING SYSTEM WARRANTY ADMINISTRATOR  
ONE OWENS CORNING PARKWAY  
TOLEDO, OH 43659



**OWENS CORNING SALES, LLC**  
ONE OWENS CORNING PARKWAY  
TOLEDO, OHIO 43659  
**1-800-GET-PINK®**  
**[www.1800basement.com](http://www.1800basement.com)**

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**BASEMENT**  
FINISHING SYSTEM™

**Lifetime Limited Warranty**





# BASEMENT FINISHING SYSTEM™

# LIFETIME LIMITED WARRANTY

LIMITATIONS ON THE TRANSFERABILITY OF THIS WARRANTY ARE SET FORTH HEREIN.

### INTRODUCTION

Thank you for your recent purchase of Owens Corning® Basement Finishing System™ products provided by Owens Corning Remodeling Systems, LLC, ("Owens Corning"). We have attempted to write this warranty in clear, plain-English, so that you will fully understand the warranty we are making to you.

### WHAT IS COVERED

This warranty covers the wall panels, trim, and trim accessories of the Owens Corning® Basement Finishing System™ (the "Product") in single family residential applications in the United States when installed in accordance to residential code by an authorized Owens Corning® Basement Finishing System™ Franchisee.

Owens Corning warrants that the Product is free from material or manufacturing defects that materially affect the Product's performance for as long as you own your home. Owens Corning also warrants that the Product will not support mold growth for as long as you own your home.

### WHO IS COVERED

To be entitled to the benefit of this warranty: (1) the Product must be installed in a single family residence located in the United States and (2) you must be either (a) the original consumer purchaser (i.e. the homeowner, not the installer or contractor), or (b) any transferee tracing back to the original consumer purchaser of the Product.

### TRANSFERABILITY

This warranty is transferable one time. In the event that the original purchaser sells the single family residence in which the Product has been installed at any time during the warranty period, this warranty may be transferred to that subsequent purchaser. For such transfer to become effective, however, the attached Warranty Transfer Card must be completed and returned to Owens Corning within thirty days of the date of the sale of the building, along with a transfer fee of fifty dollars (\$50.00) payable to Owens Corning Remodeling Systems, LLC.

### HOW LONG AND WHAT IS COVERED

The warranty period commences upon completion of installation of the Product by an authorized franchisee. In addition to purchasing the Product from an Owens Corning franchisee, the Purchaser must also complete and return the Owens Corning Basement Finishing System™ Lifetime Limited Warranty Registration Card that is attached to this form within ninety days from the date of installation.

### REMEDY

If the performance of the Product is ever materially affected during the warranty period by a defect in material or manufacturing as described herein, then Purchaser's sole and exclusive remedy, and the limit of Owens Corning's liability for the Product if proven to be other than as warranted, whether based upon breach of warranty, negligence, strict liability, tort, breach of contract, or any other legal theory shall be, at Owens Corning's sole option, to provide purchaser: (1) with a repair of the non-conforming Product; (2) a quantity of the Product sufficient to replace the defective Product; or (3) a refund of the original purchase price of the Product. This compensation is limited as follows:

- A. If Owens Corning decides to repair or replace the defective Product, Owens Corning will compensate you only for the additional amount of Product required to repair or replace the defect as reasonably determined by Owens Corning.
- B. Owens Corning will not compensate you for the cost of labor, disposal, or any other expenses whatsoever in connection with the removal of the defective Product or to install any new Product.

### WHAT IS NOT COVERED

This warranty does not apply to, and Owens Corning shall not be liable for any products other than the Product or any cause not expressly covered herein. This warranty does not cover the Product when installed in a location other than a single family residence in the United States.

This warranty does not cover any problems with non-defective Product caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

- 1. The Product being or having been subject to abnormal conditions, including but not limited to exposure to chemical fumes, smoke, vibrations, presence of standing water, moisture coming into direct contact with the Product, damage to the Product as a result of household animals, building leaks, leaking pipes, or buildup of dirt, dust or other debris on the Product itself;
- 2. Causes beyond normal and proper use including, but not limited to acts of God, war, fire, flood, wind or other weather damage;

- 3. Failures or distortions in the building structure, or improper installation of neighboring products;
- 4. Failure to install the Product strictly in accordance with the Products' published installation instructions;
- 5. Failure to install the Product in compliance with all applicable building codes;
- 6. Failure to store Product in a clean, dry area, enclosed and protected from the elements such as rain, snow and direct sunlight;
- 7. Product being installed or stored in areas having extreme temperature or humidity (above 80% humidity with an ambient air temperature outside the range of 42° and 100° degrees Fahrenheit (5° and 38° degrees Celsius));
- 8. Alterations made after the Product is installed, which may include but is not limited to structure changes, application of cleaning solutions, coatings (other than painting as described in the Product installation instructions), or other modifications;
- 9. Non-Manufacturing defects, including but not limited to, improper maintenance, neglect, accident, casualty, vandalism or misuse of the Product or any other cause that disturbs or disrupts the Product as installed; or
- 10. Any costs that you incur that are not authorized in writing, and in advance, by Owens Corning.

### COMPENSATION

Under the terms of this warranty, the manner of compensation is at Owens Corning's sole discretion and may be arranged by Owens Corning directly or issued in the form of cash settlement or material credit for Owens Corning® products which may be used with an existing franchisee of Owens Corning. All costs must be pre-approved by Owens Corning.

### CLAIMS PROCESS & RIGHT OF INSPECTION

To make a claim under this warranty, you must do so within thirty days after you discover the problem. To fully evaluate your claim, we may ask you to provide, at your expense, pictures or samples for us to test. You must do so in order to be eligible to make a claim under this warranty. To make a claim or if you have any questions, call us at 1-800-GET-PINK® or mail written notifications to Owens Corning Remodeling Systems, LLC Attn: Basement Finishing System™ Warranty Administrator, One Owens Corning Parkway, Toledo, OH 43659 and include a description of the claimed defect, along with the purchaser's name, address, telephone number, and date of installation. If you repair or replace your Product before Owens Corning has made a determination on your claim, your claim may be denied. Owens Corning shall have a reasonable time after notification of a claim to inspect the Product. If requested by Owens Corning, the owner shall provide Owens Corning with reasonable access, during normal business hours, for the purpose of conducting an inspection of the Product.

### NO MODIFICATIONS TO THIS WARRANTY

The terms of this warranty may not be waived or modified (whether by a statement, omission, course of dealing or any act), except by an officer of Owens Corning or a licensed attorney in the Owens Corning legal department or by the Owens Corning Technical Inspection Leader. Other than such an officer, attorney or Technical Inspection Leader, nobody (regardless of whether an Owens Corning employee, a contractor, an installer, a franchisee or otherwise) has authority to act on behalf of Owens Corning (for example to waive or modify this warranty, to make representations or warranties or to undertake any liability). This warranty represents the entire agreement between the parties and replaces all other communications, warranties, representations and guarantees.

### MANDATORY ARBITRATION

To the extent permitted by applicable law, Owens Corning and you agree to arbitrate all disputes and claims arising out of or relating to this warranty or the Product ("Dispute"). This warranty evidences a transaction in interstate commerce, and the Federal Arbitration Act governs the interpretation and enforcement of this provision. A party who intends to seek arbitration must first send to the other, by certified mail, a written notice of intent to arbitrate ("Notice"). The Notice to Owens Corning should be addressed to: One Owens Corning Parkway, Toledo, Ohio 43659 ("Arbitration Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute; and (b) set forth the specific relief sought ("Demand"). If the parties do not reach an agreement to resolve the claim within thirty days after Notice is received, you or Owens Corning may commence an arbitration case, but the arbitrator is bound by the terms of this warranty. The arbitration shall be governed by the Commercial Dispute Resolution Procedures and the Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this warranty, and shall be administered by the AAA.

THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS, AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH VARY FROM STATE TO STATE.

### YOU AND OWENS CORNING HEREBY WAIVE THE RIGHT TO A TRIAL BY JURY.

The arbitrator may award injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

### YOU AND OWENS CORNING MAY BRING CLAIMS AGAINST THE OTHER ONLY IN EACH PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.

Further, you agree that the arbitrator may not consolidate proceedings of more than one person's claim, and may not otherwise preside over any form of a representative or class proceeding.

### GOVERNING LAW AND FORUM

This warranty and all Disputes are governed by United States Federal laws and laws of Ohio. Subject to the "Arbitration" provision in this warranty, if there are any Disputes that cannot be arbitrated, then the parties consent to the exclusive jurisdiction and venue of the state and federal courts in Ohio with respect to such Disputes.

### SAVINGS AND SEVERABILITY

To the extent that this warranty is inconsistent with applicable law, this warranty is hereby modified to be consistent with such applicable law. If an arbitrator or court determines that any term in this warranty is illegal or unenforceable, the parties intend for the arbitrator or court to interpret or modify this warranty to effect the original intent of the parties as closely as possible while rendering the term and this warranty fully legal and enforceable. If a term in this warranty cannot be rendered legal and enforceable accordingly, the parties intend for the arbitrator or court to sever the illegal or unenforceable term from this warranty, leaving the remainder of this warranty enforceable.

### LIMITATIONS OF COVERAGE

THIS WARRANTY IS YOUR EXCLUSIVE WARRANTY FROM OWENS CORNING AND REPRESENTS THE SOLE REMEDY TO ANY OWNER OF THE OWENS CORNING® BASEMENT FINISHING SYSTEM™. OWENS CORNING MAKES NO OTHER REPRESENTATIONS, WARRANTIES OR GUARANTEES OF ANY KIND OTHER THAN THOSE STATED EXPLICITLY IN THIS WARRANTY.

YOUR REMEDY FOR DEFECTIVE PRODUCT IS FULLY DESCRIBED IN THE ABOVE SECTION "HOW LONG AND WHAT IS COVERED". YOU ARE NOT ENTITLED TO ANYTHING MORE THAN WHAT IS DESCRIBED IN THAT SECTION UNLESS COVERED BY AN OPTIONAL OWENS CORNING ENHANCED WARRANTY. OWENS CORNING HAS NO REASON TO KNOW ANY PARTICULAR PURPOSE FOR WHICH YOU ARE BUYING THE OWENS CORNING® BASEMENT FINISHING SYSTEM™.

OWENS CORNING IS NOT RESPONSIBLE FOR ANY INCIDENTAL CONSEQUENTIAL, SPECIAL, PUNITIVE, OR OTHER DAMAGES OF ANY KIND, INCLUDING DAMAGE TO YOUR STRUCTURE OR TO YOUR STRUCTURE'S CONTENTS, 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 THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

For further information, please call: Telephone 1-800-GET-PINK™ or visit our website at [www.1800basement.com](http://www.1800basement.com)

Owens Corning Remodeling Systems, LLC  
One Owens Corning Parkway  
Toledo, OH 43659

Effective: January 1, 2017  
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## Basement Finishing System™ Lifetime Limited Warranty – Warranty Transfer Card

### THIS CARD TO BE COMPLETED AT TIME OF WARRANTY TRANSFER.

Original Installation Date: \_\_\_\_\_

Original Purchaser: \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Address of Property: \_\_\_\_\_

Real Estate Transfer Date: \_\_\_\_\_

New Owner's Name: \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Submitted by: \_\_\_\_\_ Date: \_\_\_\_\_

### MAIL THIS CARD & REMIT CHECK TO:

OWENS CORNING REMODELING SYSTEMS, LLC  
ATTN: Basement Finishing System Warranty Administrator  
One Owens Corning Parkway  
Toledo, OH 43659

For more information call 1-800-GET-PINK™ or visit our website at [www.1800BASEMENT.com](http://www.1800BASEMENT.com)

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Installation Date: \_\_\_\_\_

Homeowner Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

Work Phone: (\_\_\_\_) \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Homeowner: \_\_\_\_\_

Name of Authorized Independent Franchisee: \_\_\_\_\_

Signature of Authorized Independent Franchisee: \_\_\_\_\_

Note: Please retain proof of purchase and installation date with your important records in the event that you choose to transfer this Warranty in the future.

### WORK COMPLETED:

Purchase Price: \_\_\_\_\_

Approximate Basement Square Footage

<200 sq. ft.  200-500 sq. ft.  500-800 sq. ft.  800-1200 sq. ft.  1200+ sq. ft.

General Comments: \_\_\_\_\_

Warranty Registration Card must be returned within ninety (90) days of the date of installation. You must obtain the signature of the authorized independent franchisee for validation.

For more information call 1-800-GET-PINK™ or visit our website at [www.1800BASEMENT.com](http://www.1800BASEMENT.com)

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