

# Limited Warranty for Preventol Treated EPS Product

## **1. Limited Warranty Coverage.**

A. Preventol Treated Expanded Polystyrene, when used as the core material and properly installed in residential dwellings, are warranted by the manufacturer against structural damage to the EPS product resulting from termite infestation for 10 years from the date of installation.

B. This limited warranty shall apply to the original owner for the remainder of the limited warranty period and to any new owner of a residential dwelling in which the product was originally installed provided the transfer of ownership occurs within the first 5 years of the warranty period.

C. This limited warranty shall only apply to structural damage to the EPS product resulting from termite infestation of the EPS core itself and does not apply to any other cause, component, or condition that may cause harm or damage to the installed product or attached applications.

D. This limited warranty only applies to residential dwellings located in the Continental United States. It does not include Alaska and Hawaii where no such limited warranty exist.

## **2. Exclusion of Implied Warranties**

A. This limited warranty excludes all other express or implied warranties. All implied warranties, including but not limited to an implied warranty of fitness for a particular purpose, an implied warranty of merchantability for products, an implied warranty of workmanlike quality for services, and an implied warranty of habitability for a home are excluded from this limited warranty.

B. This limited warranty shall not grant to the purchaser any other implied warranty that would not otherwise be offered and does not make the warrantor liable for any such implied warranty that would not exist without the issuance of this limited warranty.

## **3. Warranty Remedy & Liability**

A. If any structural damage to the EPS product occurs that is covered by this limited warranty, the owners remedy and the finished product manufacturer's liability is for the replacement cost of the nonconforming EPS product only.

## **3. Warranty Remedy & Liability (cont)**

B. The EPS manufacturer and the finished product manufacturer shall not be held liable for any repair or construction costs associated with the physical replacement of the nonconforming EPS product. In addition, these companies shall not be liable for indirect, incidental, special, multiple, consequential or punitive damages which may result from defective product, including but not limited to property damage or lost profits.

## **4. Owners Responsibility**

A. It is the responsibility of the owner to complete an EPA approved premise termiticide soil treatment which must meet all state and local code requirements followed by inspections on an annual basis.

B. Installation must be in compliance with all building codes and dwelling must be inspected and certified by a local building code official.

C. EPS product is used in above ground and weather protected installations only and must not be subjected to water and UV light.

D. Any deviation or incompleteness of the above listed owners responsibilities shall void this limited warranty.

## **5. Claim Reporting**

A. Owner must report a claim in writing to the manufacturer within thirty (30) days after discovering any possible nonconformity of the EPS product. No permanent repairs should be attempted prior to reporting. Upon reporting, owner assumes responsibility of reasonable charges for travel and inspections if nonconformity is not found.

B. Owner must maintain and have available for review all records pertaining to the installation, inspections, treatments, certificates, permits, and any other relevant documents.

C. Owner must allow manufacturer and representative's access to the relevant property for inspections and testing. Manufacturer will provide these services within forty five (45) days of receiving requested information from owner.



For further information, contact:

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**NOTE:**

LANXESS Corporation is the supplier of PREVENTOL<sup>®</sup> TM PRESERVATIVE INSECTICIDE, an EPA registered pesticide for preservation of plastic products against termite damage, including Expanded Polystyrene Foam (EPS). LANXESS Corporation has conducted tests in conjunction with Michigan Technological University and Mississippi State University to show compliance of PREVENTOL<sup>®</sup> TM PRESERVATIVE INSECTICIDE with Test and Performance Requirements as stated in ICC-ES AC239, *Acceptance Criteria for Termite-resistant Foam Plastics*. EPS produced by Versa-Tech, Inc. using PREVENTOL<sup>®</sup> TM PRESERVATIVE INSECTICIDE according to dosage requirements provided by LANXESS Corporation will provide the efficacy against termites as stipulated in AC239.

