



Atlas Geofoam 10-Year Limited Physical Property Warranty

ATLAS MOLDED PRODUCTS, A DIVISION OF ATLAS ROOFING CORPORATION, (“Atlas Molded Products”), warrants that the compressive properties of each ATLAS geofoam block will not at any time after purchase, but prior to the start of the eleventh (11th) year after purchase, diminish below the published minimum required compressive values identified in ASTM D 6817-17 “Standard Specification for Rigid, Cellular Polystyrene Geofoam.” This Warranty Agreement applies only to blocks labeled as Types EPS12, EPS15, EPS19, EPS22, EPS29, EPS39, and EPS46 foam as identified in ASTM D6817-17.

ASTM D6817-17 (Compressive Properties Excerpt):

Product Type	EPS12	EPS15	EPS19	EPS22	EPS29	EPS39	EPS46
Compressive Resistance @ 1% Deformation (psi)	2.2	3.6	5.8	7.3	10.9	15.0	18.6

This Warranty is expressly made subject to the following terms, conditions and limitations:

(1) Proof of Purchase: As a condition precedent to recovery under this Limited Warranty, buyer agrees to retain the original proof of purchase of the Atlas Geofoam (sales receipt) and to submit the same to Atlas Molded Products in the event of filing a claim hereunder. The original proof of purchase (sales receipt) must clearly establish that it relates to the Atlas Geofoam and the particular ASTM D6817 type which is the subject of the evaluation.

(2) Sole Warranty: THIS LIMITED WARRANTY IS EXCLUSIVE AND LIMITS AS TO DURATION ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED BY LAW, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TO THE TIME PERIOD STATED ABOVE. ATLAS MOLDED PRODUCTS MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN THE IMPLIED WARRANTY SET FORTH HEREIN. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM ATLAS MOLDED PRODUCTS. ATLAS MOLDED PRODUCTS’ LIABILITY IS LIMITED TO THE PROVISIONS OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST ATLAS MOLDED PRODUCTS IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION. NO PERSON IS AUTHORIZED TO ALTER THIS LIMITED WARRANTY EITHER ORALLY OR IN WRITING. SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED LIMITED WARRANTY LASTS, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

(3) Limitations of Coverage: ATLAS MOLDED PRODUCTS SHALL NOT BE LIABLE FOR NOR DOES THIS LIMITED WARRANTY APPLY TO:

- (A)** ATLAS GEOFOAM THAT HAS BEEN DAMAGED, ABUSED, MISUSED, PUNCTURED, CRUSHED, OR IMPROPERLY APPLIED OR INSTALLED;
- (B)** ATLAS GEOFOAM THAT HAS BEEN HARMED BY USE OR ENVIRONMENTAL CONDITIONS, SUCH AS EXCESSIVE HEAT, SOLVENT FUMES, OR CHEMICAL ATTACK;
- (C)** ATLAS GEOFOAM THAT HAS NOT BEEN HANDLED, STORED, OR USED ACCORDING TO THE INSTRUCTIONS OUTLINED ON ATLAS MOLDED PRODUCTS LABELS OR ATLAS MOLDED PRODUCTS PRODUCT LITERATURE IN EFFECT AT THE DATE OF SALE.

(4) How to Make Evaluation of Compressive Properties and Claim: If at any time after the first (1st) year from the date of purchase of the Atlas Geofoam, but prior to the eleventh (11th) year, buyer decides to evaluate the compressive properties, buyer shall notify Atlas Molded Products in writing at least sixty (60) days prior to the removal of the installed blocks. Buyer agrees that an Atlas Molded Products representative shall monitor sampling, the testing facility, and the testing procedures. Buyer agrees, at its own expense, to remove samples from each block in question, replace and repair the sample area, and have tests made on the Atlas Geofoam only in the presence of an Atlas Molded Products representative. Buyer further agrees that a solvent fume content test shall also be performed under the above terms and conditions and that buyer shall be responsible for all costs involved in connection therewith. If the buyer removes or damages the

Atlas Geofoam prior to the scheduled sampling, this limited warranty shall be null and void. All testing of the geofoam samples will be conducted at an ISO/IEC 17025 accredited testing laboratory approved by Atlas Molded Products. All samples will be conditioned per Atlas Molded Products requirements prior to testing. Results of the testing will be final and binding on all parties concerned.

(5) Limitations of Liability: Obligations under this Limited 10-Year Warranty are applicable to Atlas Geofoam blocks manufactured by Atlas Molded Products after December 1st, 2020. If the test results of the Atlas Geofoam samples verify that the compressive properties have fallen below the published minimum values identified in ASTM D6817-17 “Standard Specification for Rigid, Cellular Polystyrene Geofoam,” Atlas Molded Products will, at its discretion, either provide a replacement block or a credit equivalent to the buyer’s original purchase price of Atlas Geofoam.

The amount originally paid for the Atlas Geofoam by the buyer shall be evidenced by the original proof of purchase. In no event shall the amount of any liability of Atlas Molded Products be greater than the original purchase price. IN NO INSTANCE SHALL ATLAS MOLDED PRODUCTS BE RESPONSIBLE FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND IN NO EVENT SHALL ATLAS MOLDED PRODUCTS BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES TO THE STRUCTURE OR BUILDING UPON OR UNDER WHICH THE ATLAS GEOFOAM PRODUCT IS APPLIED, ITS CONTENTS, OR OCCUPANTS. SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THIS LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

(6) Assignment of Limited Warranty: The original purchaser of the Atlas Geofoam shall be deemed the “buyer.” The buyer may transfer this warranty to new buyers of the project only when title to the real estate is transferred; however, not more than one claim may be filed on any one project.

(7) Authority to Bind Atlas Molded Products: No agent, salesman, employee, or other representative of Atlas Molded Products is empowered to change, alter, or amend this Limited Warranty unless by written document signed by a duly authorized officer of Atlas Molded Products.