

# PorterSIPS Limited Warranty and Conditions for Standard & Permanent Wood Foundation Panels



## Limited Warranty

PorterCorp sandwich panels are factory-laminated oriented strand board (OSB) face materials and an expanded polystyrene (EPS) core – and shall be referred to as Structural Insulated Panels (SIPs) throughout the rest of this document.

PorterCorp Permanent Wood Foundation SIPs (PWF SIPs) are factory-laminated sandwich panels with an EPS core. Foundation PWF SIPs consist of foundation grade pressure treated plywood for the exterior skin and OSB for the interior skin. Frost PWF SIPs consist of foundation grade pressure treated plywood for both interior and exterior skins.

PorterCorp ("The Manufacturer") warrants to the purchaser ("Owner") that any SIPs &/or PWF SIPs ("The Product") manufactured by PorterCorp will:

- a) Meet the product specifications as established in the NTA Code Report PSC121907-22; (Code Report is not applicable for PWF SIPs.)
- b) Be free from any defect in materials and workmanship on the date of final delivery to the Owner or the Owners authorized representative.

It is expressly understood that the Manufacturers liability be limited to replacement of non-conforming material supplied by the Manufacturer at time of delivery. When properly maintained and installed, the Manufacturer warrants the bonding of panels (lamination of skins to core material) for a period of 20 years. This warranty is limited to SIPs and PWF SIPs only.

## Inspection Upon Delivery

Upon delivery of the Product to the Owner, the Owner must inspect the Product for any visible defects. If the Owner discovers a defect in material or workmanship, the Owner or the Owner's authorized representative, must promptly notify the Manufacturer in writing. In no event shall such notification be received by the Manufacturer later than twenty (20) days from the date of delivery to the Owner. The Manufacturer must be notified at the address below and the Owner must include in the notice the following:

- a) Originals or copies of invoices and bills showing the cost of the Product;
- b) The date of Purchase of the Product;
- c) The date on which the defect was first noticed;
- d) The location and description of the circumstances under which the defect occurred or was first noticed.

## Limited Warranty Procedure

If any Product defect is discovered within the described warranty period, the Manufacturer is to be notified within 30 days of such discovery to determine the cause and appropriate corrective action. This may require core sample testing by a qualified independent testing facility. If the Manufacturer is determined to be at fault, the Manufacturer will cover the costs of all inspection and testing. If the defect is determined to be outside of this Warranty (see below); the Owner shall be responsible for all costs incurred.

Within a reasonable time after such determination, the Manufacturer will correct any Manufacturing defect in material or workmanship by repairing or replacing the defective components of the Product identified. Owner shall be responsible for making accessible the affected Product. Such repair, including both parts and labor, is at the Manufacturer's expense. If the Manufacturer is unable to repair the Product to conform to this warranty after a reasonable number of attempts, the Manufacturer will provide at its option, one of the following:

- a) Replacement Product components;
- b) Full refund of the purchase price for the affected portion of the Product supplied

These remedies are the Owner's exclusive remedies for breach of warranty

## What is not Covered by this Limited Warranty

The Manufacturer does not warrant:

- a) Any defects caused by installation of the Product that is not in strict accordance with the General Conditions and the PorterCorp Installation Guide;
- b) Damage caused to the Product by use of the building for purposes other than those for which the Product was designed;
- c) Damage caused by inadequate design, performance or maintenance of the heating, ventilation and air conditioning (HVAC) system for the building;
- d) Damage caused by water, fire, flood, and lightning and/or any natural disasters;
- e) Damage caused by unauthorized attachments or alterations;
- f) Damage caused by not protecting the panels from the environment prior to and during installation;
- g) Any other abuse or misuse by the Owner or at the direction of the Owner.

This Limited Warranty is void if, in the sole judgment of the Manufacturer, the performance of the Product has been impaired by either damage or alterations, including any limitations listed in the General Conditions, which form part of this Limited Warranty. The Manufacturer shall not be liable for any act of God, fire, vandalism, settlement, incidental or consequential damage due to insects, animals, birds and the like.

## General Conditions

1. It is understood that PorterCorp is not the contractor and that installation and building maintenance is the responsibility of the owner and their contractor.
2. Panels must be stored properly before and during installation. Proper pre-installation storage includes setting the panels on blocks to keep from standing water or condensation. In addition, proper covering or tarping to protect panels from rain, snow, hail, etc. will be necessary.
3. SIPs and PWF SIPs must be installed in complete accordance with installation instructions.
4. Appropriate fastening and sealant materials required for installation must be used.
5. Relative humidity inside the enclosure must not exceed 40% except when proper precautions are taken by Architect, owner &/or customer.
6. A drain plane (i.e. house wrap) is required between panels and exterior cladding and flashing (i.e. siding, trim, etc.) due to possible leakage.
7. Proper ventilation systems must be in place when required.
8. Interior surface will be covered with a thermal barrier as required by local code.
9. Panels as delivered may not meet specific Thermal or Fire barrier requirements in the building code, and it is the responsibility of the owner to apply any additional interior cladding as may be required by the local code officials.
10. Insulation breaks of 3/16" or greater will have expanded foam applied by the contractor. There must be no small continuous tunnels along the edge of the SIPs 3/16" or greater. All junctures will be sealed as per installation instructions and good building practices.
11. As in all good building practices, building codes and installation instructions, insect and moisture barriers shall be in place.
12. Roof Panels must be covered with a 30# felt (or equivalent) immediately upon installation. Roofing system must be appropriate for site conditions and pitch of roof.
13. Skids of shingles must not be placed on SIP roof creating a high concentrated load.
14. Vapor retarders must be installed on the predominantly warm side of SIP joints, especially valleys and ridges.
15. Roofing materials must be maintained to prevent leakage, condensation, and water/ice build-up or damming.
16. Panels will be separated from the ground by a minimum of 8".
17. Engineering is required on PWF SIPs, and soils report may be required.
18. PWF SIPs must be backfilled as called-out.
19. Panels are to be only used for their intended purpose.
20. Exterior water proofing and drain tile shall be installed per instructions with PWF SIPs.