LIMITED WARRANTY

National Gypsum Company (“NGC”) warrants to the Purchaser of its PermaBase® cement board for interior applications in Commercial Construction (the “Product”), and to the Owner of such Commercial Construction at the time the Product is first installed thereon that, subject to the conditions and limitations set forth below:

1. PermaBase Cement Board will be free from defects in material and workmanship that would make it unsuitable for its intended use (see nationalgypsum.com for Product description) (“Defects Warranty”); and

2. PermaBase Cement Board will not deteriorate, delaminate or cause damage to the tile installation affixed to it, when exposed to normal conditions of use including levels of moisture typically found in areas and applications for which the Product is intended (“Exposure Warranty”).

The term “Purchaser” means the original purchaser of the Product for installation in Commercial Construction. The term “Owner” means the person or entity who is the first owner of such Commercial Construction during installation of the Product.

The term “Commercial Construction” means the construction, remodeling or upfitting of a building to be used for commercial purposes, such as industrial facilities, office buildings, shopping centers, and sports complexes and specifically excluding residential buildings (single- or multi-family), hotels, and buildings associated with or appurtenant to residential buildings or hotels.

The limited Defects Warranty will remain in effect until 30 years after the date the Product is first installed by the Purchaser for purposes of installation. This limited warranty may not be transferred or assigned to any other person or entity, including without limitation, by the Purchaser for purposes of installation. This limited warranty may not be assigned by the Purchaser for purposes of installation.

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The performance of other materials applied or attached to, or installed over, PermaBase Cement Board, Installations in buildings that have not been maintained with reasonable care; Installation, repair or removal of products attached or applied to PermaBase Cement Board, except when such removal or repair is required as a direct result of a failure of PermaBase Cement Board to comply with this limited warranty; The actions, omissions or negligence of any party other than NGC; and Impact or pressure damage caused by a person, object or any other force.

PermaBase Cement Board has natural surface and other characteristics that result normally from its manufacture and are typical for a product intended as a substrate, which will not be considered defects or evidence of a breach of this limited warranty. This warranty is the only warranty applicable to PermaBase Cement Board and is in lieu of and excludes, and NGC disclaims, all other warranties expressed or implied, including but not limited to the implied warranties of merchantability and fitness for a particular purpose. NGC will not be responsible or liable for any special, indirect, incidental, consequential, exemplary or punitive damages, regardless of the nature or theory of the claim, or for loss of income or profits, damage to any structure, contents or other property, or loss of use. Some states prohibit the exclusion or limitation of warranties or may not allow the exclusion or limitation of incidental or consequential damages, so the above disclaimers may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state.

CLAIMS

All claims under this limited warranty must be submitted in writing to NGC (by the Purchaser or the Owner to whom this limited warranty is made) within thirty (30) days from the time such party discovers a problem with PermaBase Cement Board that it believes may be a breach of this limited warranty. Claims must include a brief description of the problem with photographs and copies of sales receipts, invoices or other documents which show the dates of purchase and installation. Mail this information to:

National Gypsum Company
2001 Rexford Road
Charlotte, NC 28211
Attn: Director, Quality Services R&D

NGC shall be provided access to the Commercial Construction in which the Product is installed, for purposes of conducting an inspection. If NGC determines that the Product in question does not conform to this limited warranty, and if the claim was received by NGC within five (5) years after the Product’s manufacturing date, NGC will provide reimbursement for the reasonable costs of repair and replacement of the affected Product and the tile assembly installed on the Product, up to the original cost to install the affected area of the Product and tile assembly. For claims under this limited warranty received after such 5-year period, NGC will provide reimbursement for the reasonable costs of repair and replacement of the affected panel and the tile assembly installed on the Product, up to a maximum of two times the price paid for the Product at the time of purchase for original installation. Such price must be properly documented by the claimant. THESE REMEDIES SHALL BE THE EXCLUSIVE REMEDIES FOR ANY CLAIM RELATING TO PERMABASE CEMENT BOARD AND REPRESENT THE TOTAL LIABILITY OF NGC FOR ANY CLAIM OF PROBLEMS OR DEFECTS WITH PERMABASE CEMENT BOARD, WHETHER BASED ON THIS LIMITED WARRANTY OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO Breach of Contract, Negligence, or Strict Liability.

No legal action or proceeding complaining of goods (including the Products) sold by National Gypsum Company or any of its subsidiaries may be brought more than one year after the date the defect or problem in question is discovered or reasonably should have been discovered.

Issued March 2016

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