



COMMERCIAL CONSTRUCTION



(United States and U.S. Territories Only)

LIMITED WARRANTY

National Gypsum Company ("NGC") warrants to the purchasers of its EXP[®] Tile Backer gypsum panels for commercial construction, and to the owner at the time of installation of such product in or on any commercial construction, that subject to the conditions and limitations set forth below:

1. EXP Tile Backer will at the time shipped by NGC be free from defects in material and workmanship that would make it unsuitable for its intended use ("Defects Warranty"); and
2. EXP Tile Backer will not deteriorate or delaminate as a result of normal use conditions including the exposure to moisture in areas of use and application for which the product is intended ("Exposure Warranty").

This warranty will remain in effect until 20 years after the date the product is purchased by the contractor for purposes of installation. This warranty may not be transferred or assigned.

The term "commercial construction" for purposes of this warranty includes the construction, remodeling or upfitting of a building other than a residential building or one associated with a residence, and includes industrial or public buildings constructed and to be used for commercial purposes, such as office buildings, shopping centers, sports complexes and hotels.

WARRANTY CONDITIONS

This warranty applies only if the following conditions are met:

- Design and installation methods are in accordance with applicable building codes and applicable written recommendations and specifications published by NGC;
- The product has been properly handled and stored at all times according to standard building practices, and has not been abused or used for an improper application;
- The problem with the product is not due to structural movement of the building; movement in, failure of or defects in materials to which the product is attached or which are attached to it; causes other than normal weather and use conditions, such as near gale or higher force winds, tornadoes, hail storms, hurricanes, floods, earthquakes or falling (impact of) objects or any other acts of God or nature; immersion in water, or sustained pooling or cascading of water; or fire, vandalism, misuse or abuse or any other cause beyond National Gypsum's control; and
- The building on which the product is installed is maintained with reasonable care.

EXCLUSIONS AND LIMITATIONS

This warranty does not cover damage or claims to the extent arising from or relating to:

- Other manufacturers' products used with EXP Tile Backer;
- Mold, mildew, algae, fungus or other conditions involving organic growth;
- Installation over structural or framing members that are or which become twisted, bowed or otherwise distorted;
- Damage due to improper installation or building or system design;
- Handling or storage not in accordance with standard building or industrial practice;
- Failure to purchase and install EXP Tile Backer within 12 months from its date of manufacture;
- Use of EXP Tile Backer other than its intended use;
- A third-party's actions, omissions or negligence;
- Installations in buildings that have not been maintained with reasonable care;
- Installation, repair or removal of products attached or applied to EXP Tile Backer, except when such removal or repair is required as a direct result of a failure of EXP Tile Backer to comply with this warranty, or
- The performance of other materials applied or attached to, or installed over, with or adjacent to EXP Tile Backer.

This Limited Warranty is the only warranty applicable to EXP Tile Backer 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 warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state. EXP Tile Backer has natural surface characteristics that result normally from its manufacture that are not to be considered defects or evidence of a breach of this warranty.

CLAIMS

All claims under this warranty must be submitted in writing to NGC within thirty (30) days from the time you discover a problem with EXP Tile Backer. Include a brief description of the problem with photographs and copies of sales receipts, invoices or other documents which may show the dates of purchase and installation. Mail this information to:

National Gypsum Company
 5901 Carnegie Boulevard
 Charlotte, NC 28209
 Attn: Director, Quality Services R&D

No legal action or proceeding complaining of goods sold by National Gypsum Company may be brought by the customer more than one year after the date the customer discovered or should have discovered the defect or problem of which it complains.

If NGC determines that the product in question does not comply with this Limited Warranty, NGC will replace the product or, at its option and for product which has been installed, will provide reimbursement to cover costs of repair and replacement up to a maximum of two times the price paid for the product at the time of purchase for installation. Such price must be properly documented by the claimant. THIS REMEDY SHALL BE THE EXCLUSIVE REMEDY FOR ANY CLAIM HEREUNDER AND IS THE TOTAL LIABILITY OF NGC FOR ANY CLAIM OF PROBLEMS OR DEFECTS WITH EXP TILE BACKER, WHETHER BASED ON THIS LIMITED WARRANTY OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY.

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