Georgia-Pacific

DensGuard®
Tile Backer

Lifetime Limited Warranty
(Residential)

Georgia-Pacific Gypsum LLC and Georgia-Pacific Gypsum II LLC (collectively, "GP") provide the following limited warranty with respect to DensGuard® tile backer products (each, "DensGuard") manufactured between January 1, 2017 and December 31, 2017 (the "Effective Period") and installed in a Residential Dwelling (as defined below) in the United States. For a current list of DensGuard tile backer products covered by this warranty, see our website (www.gpgypsum.com). **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSGUARD IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

Limited Warranty. GP warrants to each Qualified Purchaser of DensGuard for a Residential Dwelling that DensGuard installed or to be installed in such Residential Dwelling:

(1) was, at the time of shipment from GP, free from manufacturing defects that make it unsuitable for its intended use (as described at www.gpgypsum.com); and

(2) will not deteriorate, delaminate or undermine the integrity of the tile installation for which it is used as a substrate as a result of normal use conditions, including the presence of moisture.

A Residential Dwelling is a single-family residence or other structure that serves as the permanent residence for less than four family units. A Qualified Purchaser is: (i) an original purchaser of DensGuard manufactured during the Effective Period and who installs such DensGuard in a Residential Dwelling; or (ii) a natural person who owns and resides in a Residential Dwelling that includes DensGuard manufactured during the Effective Period and is the first owner of that Residential Dwelling after the installation of the DensGuard. The duration of this warranty is limited to the life of the Qualified Purchaser in (ii) above.

THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSGUARD USED IN RESIDENTIAL APPLICATIONS. GP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANY, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY UNDER APPLICABLE LAW. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

Terms and Conditions Applicable to Warranties. The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when DensGuard has been installed in a Residential Dwelling as a tile backerboard, subjected to normal use and exposure and accorded treatment which is considered good practice in the building industry regarding handling, finishing, storage and maintenance of such products. In addition to this limitation, any damage to DensGuard resulting in whole or in part from the following conditions is NOT GP's responsibility and is NOT covered by the foregoing warranties:

(a) Failure to store, handle or install DensGuard in accordance with GP's storage, handling and installation instructions (available at www.gpgypsum.com), industry standards as defined by the Tile Council of North America, standard building practices and all applicable building codes;

(b) Improper design or installation of any portion or component of the structure, or failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the building or movement of framing members;

(c) Suitability or performance of any tile, grout, cladding, coating, finishes, coverings or other materials applied or attached to DensGuard;

(d) Causes other than normal weather and use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; sustained cascading or pooling of water, or immersion in water; or any other cause beyond GP's control;

(e) Mold, mildew, fungi, bacteria or other similar conditions;

(f) Failure to purchase and install DensGuard within twelve (12) months from its date of manufacture;

(g) Use of DensGuard other than for its intended use as described at www.gpgypsum.com;

(h) Any damage to DensGuard resulting from the installation, repair or removal of any materials applied or attached to DensGuard, except to the extent that repair or removal of such materials is a direct result of a failure of DensGuard to comply with this warranty; or

(i) A third-party's actions, omissions or negligence.

DensGuard has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. Before GP will honor any claim under this Limited Warranty, the Qualified Purchaser must give GP written notice of the claim no later than ten (10) days after discovery of any alleged problem with the product. Written notice shall be directed to Georgia-Pacific Gypsum LLC, 133 Peachtree Street N.E., 8th Floor, Atlanta, GA 30303, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents. GP shall have an additional twenty (20) days thereafter to inspect the DensGuard. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensGuard before GP inspects it. For warranty claims made during the five (5) year period commencing with the original date of purchase of DensGuard panels, if GP determines that the DensGuard panels do not comply with the terms of this warranty, GP will reimburse the reasonable cost of repair or replacement of the non-conforming panels and the affected portion of the tile assembly, up to a maximum amount equal to the original installation cost for the affected portion of the tile assembly. For warranty claims made after that initial five-year period, if GP determines that the DensGuard panels do not comply with the terms of this warranty, GP will reimburse the reasonable cost of repair or replacement of the non-conforming panels and the affected portion of the tile assembly, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensGuard panels. These remedies are GP's sole and exclusive obligation and liability for any

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DensGuard® Tile Backer

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(continued from front)

breach of warranty relating to DensGuard used in any Residential Dwelling and are also the Qualified Purchaser's sole and exclusive remedies for any such breach.

3. **UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF DENSGUARD. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE QUALIFIED PURCHASER, WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.** Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of DensGuard or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.

5. This is the entire warranty between GP and the Qualified Purchaser with respect to DensGuard manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensGuard manufactured during the Effective Period.

6. The provisions of this Limited Warranty are severable. If any provision of the Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state.

8. **ARBITRATION AGREEMENT. PLEASE READ THIS DOCUMENT CAREFULLY. IT AFFECTS LEGAL RIGHTS BY REQUIRING BINDING ARBITRATION, WAIVING CLASS ACTION CLAIMS, AND WAIVING THE RIGHT TO TRIAL BY JURY.**

(a) Mandatory Arbitration of Claims. **EXCEPT FOR DISPUTES OF $10,000 OR LESS, WHICH MAY BE FILED IN SMALL CLAIMS COURT OR ITS EQUIVALENT, ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCTS COVERED BY THIS LIMITED WARRANTY (WHETHER BASED IN CONTRACT, INDEMNITY, STATUTE, REGULATION, TORT OR OTHER LEGAL OR EQUITABLE THEORY) (A "DISPUTE") SHALL BE FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION ("CPR") RULES FOR NON-ADMINISTERED ARBITRATION CURRENTLY IN EFFECT ("CPR RULES"). THAT MEANS A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE.**

(b) Arbitration Rules. The CPR Rules are available at www.cpradr.org. Notices to initiate arbitration should be sent to CPR in accordance with the CPR Rules with a copy addressed to: Georgia-Pacific Gypsum LLC, 133 Peachtree Street N.E., 8th Floor, Atlanta, GA 30303, Attn: Quality Manager. Alternatively, you may request that GP initiate the arbitration of a Dispute with CPR by providing written notice of such request to GP at the address above. Any such notice shall describe the nature and basis of the Dispute and the specific relief sought. Except as otherwise noted below for Consumers, the seat of the arbitration shall be Atlanta, Georgia; provided, if the relief sought is less than $10,000, you may elect that the arbitration be conducted in person, by phone or on written submissions. The arbitrator shall apply the law of the State of Georgia without reference to choice of law rules, which shall also govern the interpretation and enforcement of this Limited Warranty. The arbitrator shall have the authority to decide issues concerning the scope and enforceability of this arbitration provision, including the arbitrability of any Dispute, and may only award such relief as a court of competent jurisdiction could award. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

(c) Additional Terms for Consumers. The following additional terms apply solely to any individual consumer who is not a builder, contractor, distributor or other person engaged in the commercial installation or resale of the covered product (a "Consumer"). The arbitration will be conducted by a sole arbitrator and will take place in the county where the Consumer resides. GP will pay all arbitration filing fees and arbitrator costs for arbitration with a Consumer, and the Consumer shall not be required to reimburse GP for such fees and costs unless the arbitrator determines that the Dispute was frivolous. The Consumer will be responsible for all additional costs that he or she incurs in the arbitration, including, but not limited to, attorneys' fees (if represented by an attorney) and expert witness fees; provided, GP will pay all fees and costs that it is required by applicable law to pay, including payment of attorneys fees and costs required by applicable law. If the arbitration award for a Consumer is greater than GP's last settlement offer, GP will pay the award amount plus a reasonable attorney's fee up to the lesser of three times the award or $7,500 (US).

(d) Class Action Waiver. **ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED, AND THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS, REPRESENTATIVE OR CONSOLIDATED BASIS. YOU MAY NOT PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AGAINST GP AS A CLASS MEMBER IF THE CLASS ACTION ASSERTS CLAIMS THAT WOULD FALL WITHIN THE SCOPE OF THIS PARAGRAPH 8.** If this class action waiver is found to be unenforceable by any court or arbitrator, then the entire arbitration agreement set forth in this Paragraph 8 will not apply to any Dispute between you and GP.

(e) Jury Trial Waiver. If for any reason the arbitration agreement in this Paragraph 8 is found to be unenforceable, you and GP each expressly and knowingly **WAIVE THE RIGHT TO TRIAL BY JURY OF ANY CLAIM.**

(f) Opt-Out Rights. **Notwithstanding any contrary provision of this Limited Warranty, GP reserves the right to opt out of mandatory arbitration if named in a lawsuit by a third party that is a defendant brought by a Qualified Purchaser and to require that all related disputes governed by this Limited Warranty be resolved in such lawsuit.**

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