



# Limited Warranty

Georgia-Pacific Canada LP ("GP") provides the following limited warranty with respect to DensDefy™ Liquid Flashing manufactured on or after January 1, 2021 and installed in Canada. **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSDEFY LIQUID FLASHING IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of DensDefy Liquid Flashing for a structure that DensDefy Liquid Flashing installed or to be installed in such structure:

- (1) **Defects:** was, at the time of shipment from GP, free from manufacturing defects that make it unsuitable for its intended use (as described at [www.denselement.com](http://www.denselement.com)), which limited warranty shall have a duration of ten (10) years from the date of purchase of the product for installation; and
- (2) **Exposure:** when properly installed, will not deteriorate or delaminate as a result of normal use conditions or as a result of exposure to normal weather conditions, or excessive humidity, for a period of twelve (12) months commencing with the date of installation of the product in such structure.

A Qualified Purchaser is: (i) any purchaser of DensDefy Liquid Flashing ; (ii) any person who installs DensDefy Liquid Flashing in a structure; or (iii) any person who owns a structure that includes DensDefy Liquid Flashing.

**THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSDEFY LIQUID FLASHING. GP DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION, THE DURATION OF SUCH IMPLIED WARRANTY OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY OR CONDITION UNDER APPLICABLE LAW.**

**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 DensDefy Liquid Flashing has been subjected to normal weather and use conditions and has been accorded treatment which is considered good practice in the building industry regarding handling, installation, finishing, storage and maintenance of such products. In addition to this limitation, any damage to DensDefy Liquid Flashing 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 DensDefy Liquid Flashing in accordance with GP's storage, handling and installation instructions (available at [www.gpgypsum.com](http://www.gpgypsum.com)), 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, or failure to establish adequate drainage;
  - (c) Suitability or performance of any cladding, coating, finishes, coverings or other materials applied or attached to DensDefy Liquid Flashing;
  - (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) Mould, mildew, fungi, bacteria or other similar conditions;
  - (f) Failure to purchase and install DensDefy Liquid Flashing within twelve (12) months from its date of manufacture;
  - (g) Use of DensDefy Liquid Flashing other than for its intended use as described at [www.denselement.com](http://www.denselement.com); or
  - (h) A third-party's actions, omissions or negligence.

DensDefy Liquid Flashing 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 GP Gypsum LLC, 133 Peachtree Street N.E., 9th 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 DensDefy Liquid Flashing. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensDefy Liquid Flashing before GP inspects it. If GP's inspection confirms that the DensDefy Liquid Flashing does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming DensDefy Liquid Flashing or refund the original uninstalled purchase price for the non-conforming DensDefy Liquid Flashing or, where the product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming DensDefy Liquid Flashing up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensDefy Liquid Flashing. These remedies are GP's sole and exclusive

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obligation and liability for any breach of warranty relating to DensDefy Liquid Flashing 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 DENSDEFY LIQUID FLASHING. 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 provinces may 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 are not for the benefit of any third parties.

5. This is the entire warranty between GP and the Qualified Purchaser with respect to DensDefy Liquid Flashing manufactured on or after January 1, 2021 and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensDefy Liquid Flashing manufactured during such period. GP reserves the right to discontinue and/or modify this Limited Warranty at any time without notice; provided, any discontinuation or modification shall not apply to DensDefy Liquid Flashing purchased prior to such time.

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 province to province.