

CGC DUROCK™ BRAND ULTRALIGHT FOAM TILE BACKERBOARD

LIMITED WARRANTY

WHAT IS COVERED?

CGC Inc. ("CGC") warrants that its CGC Durock™ Brand UltraLight Foam Tile Backerboard or ("Product") in all available sizes shall be free from defects in materials and factory workmanship.

This warranty extends to dealers who sell our products, contractors who install our products, and the original owner of the building within the warranty period.

HOW LONG DOES COVERAGE LAST?

The warranty runs for a period of 10 years beginning on the date of installation of the Product.

WHAT IS NOT COVERED?

CGC shall not be responsible for any loss resulting from any of the following:

- Storage and installation practices not in accordance with CGC's published recommendations and specifications in the *CGC Durock™ Brand UltraLight Foam Tile Backerboard* data sheet DSS_FOAM_DATA_CB655E.
- This warranty does not cover defects resulting from the use of other manufacturers' products unless these products are specifically recommended or approved in writing by CGC Inc. in connection with the use of the Product.
- Mould, mildew, insects, fungi, algae, bacteria, and similar conditions.
- Efflorescence.
- Failure of the owner to maintain the building with reasonable care.
- Failure, distortion or structural movement of the walls, foundation, or any other portion or component of the structure, including settling of the building or movement of the framing members.
- Earthquake, flood, fire or other acts of God or nature; or any other cause beyond CGC's control.

WHAT WILL CGC DO?

CGC will, at its option, replace the goods or refund the purchase price, and, where the product has already been installed, pay reasonable labor costs to fix damage caused by a defect in the product, up to a maximum amount equal to the original installed price of the non-conforming Product including tile and grout on the Product which must be replaced.

HOW DO I GET SERVICE?

Notify CGC as soon as possible and in any event within 30 days after discovering a possible defect of the Product, and before beginning any permanent repair. This notice should describe the possible defect and include the date the Product was installed and the name and address of the contractor who installed the Product.

Photographs or videotape of the damaged area are often useful and should also be submitted if available.

The Owner must allow CGC's agent to access to parts of the building where the Product is installed to inspect the Product. The original invoice for the Product and installation may be required for settlement in order to establish that the defect has occurred during the warranty period. For further information contact:

CGC Inc.
350 Burnhamthorpe Rd. W, 5th Floor
Mississauga, ON L5B 3J1

For additional copies of the applicable product literature, visit www.cgcinc.com or contact your local CGC Representative.

**DISCLAIMER OF OTHER WARRANTIES:
LIMITATION OF KINDS OF DAMAGES;
RECOVERABLE; EFFECT OF
PROVINCIAL LAW.**

- CGC undertakes no responsibility for the quality of the product except as provided above in this Warranty. In other words, CGC disclaims all express or implied warranties of merchantability.
- CGC assumes no responsibility that the product will be fit for any particular purpose for which you may be buying this product, except as provided above in this Warranty. In other words, CGC disclaims all express or implied warranties of fitness for a particular purpose.
- CGC will not be responsible under this Warranty for any incidental, special, indirect or consequential damages resulting from a defect in the product.
- This Warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.
- Some provinces limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.

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