

Effective Date:  
October 1, 2005

# FIBEROCK® Interior Panels and Tile Backerboard



## 20-Year Limited Warranty

### What is Covered?

This limited warranty applies to dealers who sell FIBEROCK® AQUA-TOUGH™ Interior Panels or Tile Backerboard (the "Product"), contractors who install the Product, the original purchaser, and any subsequent purchaser ("Owner") within the warranty period.

CGC Inc. ("CGC") warrants that when stored, handled, and installed in accordance with CGC's current written installation instructions, the Product will be free of manufacturing defects for a period of 20 years from the date of installation. In addition, CGC warrants that during construction the Product can be left attached to the studs but uncovered with tile or other wall treatment for a period of six months from date of installation; provided, however, that the Product must be finished with the appropriate covering material before the area is placed in service.

### How Long Does Coverage Last?

The warranty runs for twenty (20) years from the date of installation.

### What is Not Covered?

- Acts of God or man-made disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, standing water during or after construction; improper storage, handling, or installation of the Product. Proper installation instructions are updated from time to time. Refer to CGC publication EWB-W123. For ceramic tile applications, see also the "Handbook for Ceramic Tile Installation" published by the Tile Council of America.
- Fastener pops (nail heads or staple crowns).
- Deficiencies in the structural assembly including, but not limited to, excessive movement of the framing members.
- Defects, incompatibility or failures of other manufacturers' products, including fasteners, patching compound, adhesives, and wall coverings.
- Construction traffic abuse.
- Failure of the owner to maintain the building with reasonable care.
- Mould or mould-related damage of any kind.

### What will CGC do?

In the event of any defect covered by this warranty, CGC will supply replacement Product, covering tile materials and reasonable labor costs to remove and replace defective Product.

### How Do I Get Service?

- a. Any person seeking remedies under this warranty must notify CGC in writing, or by e-mail, as soon as practicable 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. Photographs or videotape of the damaged area should also be submitted.
- b. The Owner must allow CGC's agent to enter the property and building in which 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

### Exclusion of Other Warranties; Effect of Provincial Law

THIS WRITTEN WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE PURCHASE OF THIS PRODUCT IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE PERIOD OF THE EXPRESS WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. IN NO EVENT WILL CGC BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT SUPPLIED.

Some provinces do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. You may also have other rights which vary from province to province.



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[www.cgcinc.com](http://www.cgcinc.com)

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