



## 20-Year Limited Warranty (Commercial)

Georgia-Pacific Canada LP ("GP") provides the following limited warranty with respect to DensShield® tile backer products (each, "DensShield") manufactured between January 1, 2018 and December 31, 2018 (the "Effective Period") and installed in a Commercial Structure (as defined below) in Canada. For a current list of DensShield tile backer products covered by this warranty, see our website ([www.gpgypsum.com](http://www.gpgypsum.com)). **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSSHIELD IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of DensShield for a Commercial Structure that DensShield installed or to be installed in such Commercial Structure:

- (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](http://www.gpgypsum.com)); and
- (2) will not deteriorate or delaminate as a result of normal use conditions, including the presence of moisture.

A Commercial Structure is any structure that does not serve as the permanent residence for less than five family units. A Qualified Purchaser is: (i) an original purchaser of DensShield manufactured during the Effective Period who installs such DensShield in a Commercial Structure; or (ii) a person who owns a Commercial Structure that includes DensShield manufactured during the Effective Period and is the first owner of that structure after the installation of the DensShield. The duration of this warranty is limited to twenty (20) years from the original date of purchase of the DensShield for installation.

**THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSSHIELD USED IN COMMERCIAL STRUCTURES. 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 DensShield has been installed in a Commercial Structure, 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 DensShield 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 DensShield in accordance with GP's storage, handling and installation instructions (available at [www.gpgypsum.com](http://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 DensShield;
  - (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 DensShield within twelve (12) months from its date of manufacture;
  - (g) Use of DensShield other than for its intended use as described at [www.gpgypsum.com](http://www.gpgypsum.com);
  - (h) Any damage to DensShield resulting from the installation, repair or removal of any materials applied or attached to DensShield, except to the extent that repair or removal of such materials is a direct result of a failure of DensShield to comply with this warranty; or
  - (i) A third-party's actions, omissions or negligence.

DensShield 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., 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 DensShield. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensShield before GP inspects it. If GP's inspection confirms that the DensShield does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming DensShield or refund the original uninstalled purchase price for the non-conforming DensShield or, where the product has already been installed, reimburse the

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(continued from front)

Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming DensShield up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensShield. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to DensShield used in Commercial Structures 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 DENSSHIELD. 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 do not apply to any subsequent purchaser of DensShield 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 DensShield manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensShield 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 province to province.