



Limited Warranty

Each product manufactured and sold by American Gypsum Company LLC is warranted by American Gypsum Company LLC to the immediate purchaser of such product, and to the person that first owns such structure upon or following the installation of such product, to be free from defects in workmanship that make such product unsuitable for its intended use (as described at www.americangypsum.com), for a period of three (3) years commencing with the date of purchase of the product for installation.

THIS EXPRESS WARRANTY IS THE ONLY WARRANTY GIVEN BY AMERICAN GYPSUM COMPANY LLC WITH RESPECT TO SUCH PRODUCT. AMERICAN GYPSUM COMPANY LLC DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, ALL OF SUCH IMPLIED WARRANTIES ARE LIMITED TO THIRTY (30) DAYS OR ANY SHORTER PERIOD PERMITTED BY APPLICABLE LAW.

This warranty is personal to the persons named above, and is not assignable or transferable under any circumstances. This warranty does not apply to, and American Gypsum Company LLC will not be liable for, any damages or claims that result or relate in whole or in part from or to:

- (a) **Failure to handle and store the product in compliance with Gypsum Association publication GA-801;**
- (b) **Failure to apply, install and finish the product in compliance with Gypsum Association publication GA-216 and/or ASTM C 840;**
- (c) **Failure to maintain the essential elements of a sound weather-tight building envelope, such as the roof, sealants, windows, etc.**
- (d) **Failure to take immediate and appropriate remedial measures as soon as water leaks or condensation sources are identified.**

American Gypsum Company LLC will not be liable for products claimed to be defective where the defect resulted from causes not within American Gypsum Company LLC's control, or which arose or occurred after shipment, including but not limited to accidents, misuse, mishandling, improper installation, contamination or adulteration by other materials or goods, or abnormal conditions of temperature, moisture, dirt, or corrosive matter.

Under no circumstances will American Gypsum Company LLC be liable for any special, indirect, incidental, consequential or punitive damages, whether arising out of breach of warranty, breach of contract, negligence, strict liability in tort or any other legal theory. Such damages include, but are not limited to, loss of profits, damage to a structure or its contents, and loss of use of the product or other property. The purchaser's sole and exclusive remedy with respect to any claim relating to the product will be limited to the replacement of the product (in the form originally shipped) or, at American Gypsum Company LLC's option, to the payment or credit in favor of the purchaser in an amount not greater than the original purchase price of the product.

Any claim that a product sold by American Gypsum Company LLC was defective or otherwise did not conform to the contract of sale is waived unless the purchaser notifies American Gypsum Company LLC in writing of such claim within ten (10) days from the date the purchaser discovered or should have discovered the defect or non conformance. Any action or suit relating to the product must be commenced within one (1) year after the cause of action accrues or it will be waived.

PROJECT NAME:

PROJECT ADDRESS:

CONTRACTOR:

DATE:



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