



Limited Warranty M-Glass® Shaft Liner

American Gypsum Company LLC provides the following limited warranty with respect to M-Glass® Shaft Liner panels ("M-Glass® Shaft Liner") manufactured and sold by American Gypsum Company LLC. American Gypsum Company LLC warrants to the immediate purchaser of any M-Glass® Shaft Liner product, and to the person that first owns such structure upon or following the installation of such M-Glass® Shaft Liner product, (1) such product shall 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 five (5) years commencing with the date of purchase of the product for installation; and (2) such product 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 on the date of installation of such product.

THIS EXPRESS WARRANTY IS THE ONLY WARRANTY GIVEN BY AMERICAN GYPSUM COMPANY LLC WITH RESPECT TO M-GLASS® SHAFT LINER PRODUCTS. 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 transferrable 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 American Gypsum Company LLC's handling and storage instructions (available at www.americangypsum.com), standard building practices, and all Gypsum Association publications, including, without limitation, GA-801;
- (b) failure to apply, install and finish the product in compliance with American Gypsum Company LLC's application, installation and finishing instructions (available at www.americangypsum.com), standard building practices, all applicable building codes, and Gypsum Association publication GA-216, GA-253, GA-254, ASTM C840, and ASTM C1280;
- (c) suitability or performance of any cladding, coating, finishes, coverings or other materials applied or attached to M-Glass® Shaft Liner;
- (d) causes other than normal weather and use conditions, including, without limitation, impact with objects; high force winds, earthquakes, flood, fire or other acts of God or nature; sustained cascading or pooling of water, or immersion in water; or any other cause beyond American Gypsum Company LLC's control;
- (e) mold, mildew, algae, fungi, bacteria or other similar conditions involving organic growth;
- (f) failure to install M-Glass® Shaft Liner within twelve (12) months from its date of purchase from American Gypsum Company LLC;
- (g) use of M-Glass® Shaft Liner other than for its intended use as described at www.americangypsum.com; or
- (h) a third party's actions, omissions or negligence.

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.

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| PROJECT NAME: | PROJECT ADDRESS: |
| CONTRACTOR: | DATE: |



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