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## Continental Building Products Limited Warranty and Remedies

Drywall and finishing products manufactured and sold by Continental Building Products are warranted to be free from defects in material and workmanship at the time of shipment.

**EXCEPT FOR THE FOREGOING WARRANTY, CONTINENTAL BUILDING PRODUCTS MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Continental Building Products will not be liable for any defect in product occurring by reason of events or conditions not within the control of Continental Building Products after shipment of such product, such as (but not limited to) accidents, misuse, mishandling, improper installation or abnormal conditions of temperature.

The customer shall have the right and obligation to inspect the product upon receipt and such product shall be deemed in conformity and accepted by the customer unless Continental Building Products receives written notice within 30 days after the customer's receipt of the product that such product is nonconforming. Continental Building Products reserves the right to verify all claims after notification of such claim.

The customer's exclusive remedy for breach of the foregoing limited warranty is the delivery by Continental Building Products of new product to replace the nonconforming product or the refund of the purchase price for the product, at Continental Building Products' option.

Continental Building Products shall have no obligation or liability for damages to customers or any other person, including but not limited to incidental, special or consequential damages, loss of profits or other commercial loss.

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