

GP Gypsum LLC ("GP") provides the following limited warranty with respect to DensShield[®] tile backer products sold by GP (the "Product") and purchased on or after January 1, 2021 (the "Effective Date") for installation in a country other than the United States of America, its territories and Canada. **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 (as defined below) that Product installed or to be installed in a country other than the United States of America, its territories or Canada:

- (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); and
- (2) will not deteriorate or delaminate as a result of normal use conditions, including the presence of moisture.

A Qualified Purchaser is: (i) a purchaser of the Product on or after the Effective Date for installation in a country other than the United States of America, its territories and Canada; or (ii) a person who owns a structure in a country other than the United States of America, its territories or Canada that includes Product purchased on or after the Effective Date and is the first owner of that structure after the installation of the Product. The duration of this warranty is limited to twenty (20) years from the original date of purchase of the Product

THE FOREGOING IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO THE PRODUCT FOR INSTALLATION IN THE COUNTRIES INDICATED AND IS IN LIEU OF, AND GP EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION, THE DURATION OF SUCH IMPLIED REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF PURCHASE OR THE MINIMUM LEGAL DURATION 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. **Exclusions.** The foregoing warranties apply only when the Product has been subjected to normal weather and use conditions and has been 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 the Product 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 the Product in accordance with GP's storage, handling and installation instructions (available at 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 the Product;
- (d) Causes beyond GP's control, 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; immersion or sustained cascading or pooling of water
- (e) Mold, mildew, fungi, bacteria or other similar conditions;
- (f) Failure to purchase and install the Product within twelve (12) months from its date of manufacture;
- (g) Use of the Product other than for its intended use as described at www.gpgypsum.com;
- (h) Any damage to the Product resulting from the installation, repair or removal of any materials applied or attached to the Product, except to the extent that repair or removal of such materials is a direct result of a failure of the Product to comply with this warranty; or
- (i) A third-party's actions, omissions or negligence.

The Product has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. **Remedies.** Before GP will honor any claim, you 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., Atlanta, GA 30303, USA, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents to evaluate such claim. If GP confirms that the Product does not conform with this limited warranty, then GP will, at its sole option, either replace the non-conforming Product or refund the original uninstalled purchase price for the non-conforming Product or, where the product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair, replacement or disposal of the non-conforming Product up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming Product. In no event shall title to any affected Product revert to or be transferred to GP, and the Qualified Purchaser shall have the complete control and responsibility for disposal of any non-conforming Product, including after disposition of any claim. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to the Product and are also the Qualified Purchaser's sole and exclusive remedies for any such breach.

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(continued from front)

3. **Limitation of Liability.** 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 THE PRODUCT. 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. IF AN APPLICABLE COUNTRY DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL GP'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCTS COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCTS AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCTS.
4. **Mandatory Arbitration of Claims.** ANY DISPUTE OR CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY OR THE PRODUCT (WHETHER BASED IN CONTRACT, INDEMNITY, STATUTE, REGULATION, TORT OR OTHER LEGAL OR EQUITABLE THEORY) (A "DISPUTE") SHALL BE FINALLY RESOLVED BY ARBITRATION IN ACCORDANCE WITH THE INTERNATIONAL INSTITUTE FOR CONFLICT PREVENTION AND RESOLUTION ("CPR") RULES FOR NON-ADMINISTERED ARBITRATION OF INTERNATIONAL DISPUTES ("CPR RULES") BY A SOLE ARBITRATOR. THAT MEANS A NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY, WILL DECIDE ANY DISPUTE.
- (a) **Arbitration Rules.** The CPR Rules are available at www.cpradr.org, and CPR shall serve as the Neutral Organization under the CPR Rules. Notices to initiate arbitration should be sent to CPR in accordance with the CPR Rules with a copy addressed to: GP Gypsum LLC, Law Department, 133 Peachtree Street N.E., Atlanta, GA 30303, USA, Attn: Gypsum Division Counsel. Alternatively, you may request that GP initiate the arbitration of a Dispute with CPR by providing written notice of such request to GP at the address above. Any such notice shall describe the nature and basis of the Dispute and the specific relief sought. The seat of the arbitration shall be Atlanta, Georgia; provided, if the relief sought is less than \$10,000 (US), you may elect that the arbitration be conducted in person, by phone or on written submissions. The arbitrator shall be a resident of the United States, and the arbitration shall be conducted in the English language. The arbitrator shall apply the law of the State of Georgia without reference to choice of law rules. The arbitrator shall have the authority to decide issues concerning the scope and enforceability of this arbitration provision, including the arbitrability of any dispute or claim, and may award such relief as a court of competent jurisdiction could award. The arbitration shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et seq.), and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.
- (b) **Additional Terms for Consumers.** The following additional terms apply solely to any individual consumer who is not a builder, contractor, distributor or other person engaged in the commercial installation or resale of the Product (a "Consumer"). GP will pay all arbitration filing fees and arbitrator costs for arbitration with a Consumer, and the Consumer shall not be required to reimburse GP for such fees and costs unless the arbitrator determines that the Dispute was frivolous. The Consumer will be responsible for all additional costs that he or she incurs in the arbitration, including, but not limited to, attorneys' fees (if represented by an attorney) and expert witness fees; provided, GP will pay all fees and costs that it is required by applicable law to pay, including payment of attorney's fees and costs required by applicable law. If the arbitration award for a Consumer is greater than GP's last settlement offer, GP will pay the award amount plus a reasonable attorney's fee up to the lesser of three times the award or \$5,000 (US).
- (c) **Class Action Waiver.** **ALL PARTIES TO THE ARBITRATION MUST BE INDIVIDUALLY NAMED, AND THERE WILL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS, REPRESENTATIVE OR CONSOLIDATED BASIS. YOU MAY NOT PARTICIPATE IN A CLASS OR REPRESENTATIVE ACTION AGAINST GP AS A CLASS MEMBER IF THE CLASS ACTION ASSERTS CLAIMS THAT WOULD FALL WITHIN THE SCOPE OF THIS PARAGRAPH 4.** If this class action waiver is found to be unenforceable by any court or arbitrator, then the arbitration agreement set forth in this Paragraph 4 will not apply to any Dispute between you and GP.
- (d) **Opt-Out Rights.** **Notwithstanding any contrary provision of this Limited Warranty, GP reserves the right to opt out of mandatory arbitration if named in a lawsuit by a third party that is a defendant brought by a Qualified Purchaser and to require that all related disputes governed by this Limited Warranty be resolved in such lawsuit.**
5. **Non-Transferable.** The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of the Product or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.
6. **Governing Law.** This limited warranty, its validity and interpretation and any Dispute arising from or relating to this limited warranty shall be governed by the laws of the State of Georgia without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to this limited warranty.
7. **Miscellaneous.** This Limited Warranty supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to Product sold for installation in the countries indicated. If any provision of the Limited Warranty is determined to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions shall remain in full force and effect. GP reserves the right to discontinue and/or modify this Limited Warranty at any time without notice, provided, any modifications shall not apply to any Product for which this Limited Warranty is already in effect.