

# DEXcell<sup>®</sup>

## Roof Board

# Limited Warranty

### (United States, U.S. Territories and Canada Only)

#### LIMITED WARRANTY

The Seller warrants to each purchaser of its DEXcell<sup>®</sup> Roof Board products ("DEXcell"), and to the owner at the time of installation of any building upon which DEXcell is installed, that subject to the conditions and limitations set forth below: (1) DEXcell Roof Boards shall be free from defects in material and workmanship at the time of shipment ("Defects Warranty"); and (2) with respect to only DEXcell FA<sup>®</sup> Glass Mat Roof Board (1/2" and 5/8" thicknesses only), DEXcell FA VS<sup>®</sup> Glass Mat Roof Board (5/8" thickness) and DEXcell<sup>®</sup> Cement Roof Board, such products will not deteriorate as a result of exposure to normal weather conditions when properly installed on parapet walls ("Exposure Warranty"). "Seller" means for gypsum DEXcell products Gold Bond Building Products, LLC and for cement DEXcell products PermaBASE Building Products, LLC. Claims under the Defects Warranty may be made for up to two (2) years after the date of the product's manufacture, as printed on each DEXcell Roof Board. Claims under the Exposure Warranty may be made for up to ninety (90) days after the date of installation of the product.

This Limited Warranty is the only warranty applicable to DEXcell and IS IN LIEU OF, EXCLUDES, AND SELLER DISCLAIMS, ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, REGARDLESS OF THE NATURE OR THEORY OF THE CLAIM, OR FOR LOSS OF INCOME OR PROFITS, DAMAGE TO ANY STRUCTURE, CONTENTS OR OTHER PROPERTY, OR LOSS OF USE. Some states or provinces prohibit the exclusion or limitation of warranties or may not allow the exclusion or limitation of incidental or consequential

damages. In this case, the above disclaimers may not apply to you. This warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state or province.

#### WARRANTY CONDITIONS

This Limited Warranty applies only if the following conditions are met:

- DEXcell Roofing Products shall be dry prior to, during, and after roofing application processes.

- Installation methods are in strict accordance with roofing industry and roof system standards, proper roof design, applicable building codes, and any applicable written recommendations and specifications published by Seller.
- The DEXcell product has been properly handled and stored at all times in accordance with industry, trade, and standard building practices, and has not been abused or used for an improper application.
- Only as much DEXcell as can be covered by complete and final roofing system during the same day has been installed, without leaving the DEXcell product exposed and uncovered.
- The problem with the DEXcell product is not due to structural movement of the building; movement in, failure of or defects in materials to which the product is attached or which are attached to it; causes other than normal weather conditions, such as near gale or higher force winds, tornadoes, hail storms, hurricanes, floods, earthquakes or falling objects; immersion in water, or sustained pooling or cascading of water; or fire, vandalism, misuse or abuse.
- The building on which the product is installed is maintained with reasonable care.
- The problem or claim is not the result of mold, mildew, algae, fungus, or other conditions involving organic growth or bacteria or insect issues.

#### MAKING CLAIMS

All claims under this warranty must be submitted to National Gypsum Company, authorized sales agent and service provider to Seller, within thirty (30) days from the time you discover a problem with DEXcell products. Include a brief description of the problem with photographs and copies of sales receipts, invoices or other documents which may show the dates of purchase and installation. Mail this information to:

National Gypsum Company  
5901 Carnegie Boulevard  
Charlotte, NC 28209  
Attn: Director, Quality Services R&D

Seller shall within a reasonable time be permitted to inspect the DEXcell products, site, installation and system conditions. The building owner must grant reasonable access for such inspection and shall not make or allow to be made any alteration or repair to DEXcell before Seller's inspection. If Seller's inspection confirms that the DEXcell product does not conform with the warranty set forth herein, then if all conditions are met Seller will, at its sole option, either replace the non-conforming DEXcell or refund the original uninstalled purchase price for the non-conforming DEXcell or, where the product has already been installed, provide reimbursement for the reasonable cost of repair or replacement of the non-conforming DEXcell Roof Board product up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DEXcell product. These remedies are Seller's sole and exclusive obligation and liability for any breach of warranty relating to DEXcell.

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National Gypsum Company is the exclusive service provider for products manufactured by Gold Bond Building Products, LLC, DEXcell gypsum products are manufactured by Gold Bond Building Products, LLC, and DEXcell cement products are manufactured by PermaBASE Building Products, LLC.

## Gold Bond<sup>®</sup> Building Products

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