

# Perma BASE<sup>®</sup>

CEMENT BOARD

# COMMERCIAL CONSTRUCTION 30 YEAR *Limited Warranty*

(United States and U.S. Territories Only)

## LIMITED WARRANTY

PermaBASE Building Products, LLC ("Seller") warrants to the Purchaser of its PermaBASE<sup>®</sup> Cement Board for interior applications in Commercial Construction (the "Product"), and to the Owner of such Commercial Construction at the time the Product is first installed therein that, subject to the conditions and limitations set forth below:

- PermaBASE Cement Board will, at the time shipped by Seller, be free from defects in material and workmanship that would make it unsuitable for its intended use (see [permaBASE.com](http://permaBASE.com) for Product description) ("Defects Warranty"); and
- PermaBASE Cement Board will not deteriorate, delaminate or cause damage to the tile installation affixed to it, when exposed to normal conditions of use including levels of moisture typically found in areas and applications for which the Product is intended ("Exposure Warranty").

The term "Purchaser" means the original purchaser of the Product for installation in Commercial Construction. The term "Owner" means the person or entity who is the first owner of such Commercial Construction during installation of the Product. The term "Commercial Construction" means the construction, remodeling or upfitting of a building to be used for commercial purposes, such as industrial facilities, office buildings, shopping centers, and sports complexes and specifically excluding residential buildings (single- or multi-family), hotels, and buildings associated with or appurtenant to residential buildings or hotels.

The limited Defects Warranty will remain in effect until 30 years after the date the Product is purchased by the Purchaser for purposes of installation; the limited Exposure Warranty will remain in effect until 5 years after the date the Product is purchased by the Purchaser for purposes of installation. This limited warranty may not be transferred or assigned to any other person or entity, including without limitation, any subsequent purchaser of the Product or owner of the Commercial Construction.

## WARRANTY CONDITIONS

This limited warranty applies only if the following conditions are met:

- Design and installation methods only in accordance with applicable building codes and applicable written recommendations and specifications published by Seller;
- The Product has been properly handled and stored at all times according to standard building practices, and has not been abused or used for an improper application;
- The problem with the 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 and use conditions, such as near gale or higher force winds, tornadoes, hail storms, hurricanes, floods, earthquakes or falling (impact of) objects or any other acts of God or nature; immersion in water; or sustained pooling or cascading of water; or fire, vandalism, misuse or abuse or any other cause beyond Seller's control; and

- The Commercial Construction in which the Product is installed, including but not limited to the tile and grout for which the Product serves as a substrate, is maintained with reasonable care.
- This warranty applies to the following products: PermaBASE<sup>®</sup> Cement Board, PermaBASE PLUS<sup>®</sup> Cement Board, PermaBASE WP<sup>™</sup> Waterproof Cement Board.

## EXCLUSIONS AND LIMITATIONS

This limited warranty does not cover damage or claims to the extent arising from or relating to:

- Other manufacturers' products used with PermaBASE Cement Board, including but not limited to tile, grout, coatings, cladding, coverings, adhering materials, finishes, or any other items or materials which are applied to, attached to or installed with or adjacent to PermaBASE Cement Board;
- Mold, mildew, algae, fungus, bacteria or other conditions involving organic growth;
- Damage due to improper or negligent installation or the nature of the design of the structure in which it is located;
- Handling or storage not in accordance with standard building or good industrial practice;
- Any PermaBASE Cement Board which is not installed within 12 months from its date of manufacture;
- Use of PermaBASE Cement Board other than for its intended use;
- The actions, omissions or negligence of any party other than Seller;
- Installations in buildings that have not been maintained with reasonable care;
- Installation, repair or removal of products attached or applied to PermaBASE Cement Board, except when such removal or repair is required as a direct result of a failure of PermaBASE Cement Board to comply with this limited warranty;
- The performance of other materials applied or attached to, or installed over, with or adjacent to PermaBASE Cement Board; or
- Impact or pressure damage caused by a person, object or any other force.

PermaBASE Cement Board has natural surface and other characteristics that result normally from its manufacture and are typical for a product intended as a substrate, which will not be considered defects or evidence of a breach of this limited warranty.

This limited warranty is the only warranty applicable to PermaBASE Cement Board and IS IN LIEU OF AND 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 prohibit the exclusion or limitation of warranties or may not allow the exclusion or limitation of incidental or consequential damages, so the above

disclaimers may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state.

## MAKING CLAIMS

All claims under this limited warranty must be submitted in writing to National Gypsum Services Company d/b/a National Gypsum Company, authorized sales agent and service provider to Seller (by the Purchaser or the Owner to whom this limited warranty is made) within thirty (30) days from the time such party discovers a problem with PermaBASE Cement Board that it believes may be a breach of this limited warranty. Claims must include a brief description of the problem with photographs and copies of sales receipts, invoices or other documents which show the dates of purchase and installation. Mail this information to:

National Gypsum Company  
2001 Rexford Road  
Charlotte, NC 28211  
Attn: Director, Quality Services R&D

Seller shall be provided access to the Commercial Construction in which the Product is installed, for purposes of conducting an inspection. If Seller determines that the Product in question does not conform to this limited warranty, and if the claim was received by Seller within five (5) years after the Product's manufacturing date, Seller will provide reimbursement for the reasonable costs of repair and replacement of the affected Product and the tile assembly installed on the Product, up to the original cost to install the affected area of the Product and tile assembly. For claims under this limited warranty received after such 5-year period, Seller will provide reimbursement for the reasonable costs of repair and replacement of the affected panels and the tile assembly installed on the Product, up to a maximum of two times the price paid for the Product at the time of purchase for original installation. Such price must be properly documented by the claimant. THESE REMEDIES SHALL BE THE EXCLUSIVE REMEDIES FOR ANY CLAIM RELATING TO PERMABASE CEMENT BOARD AND REPRESENT THE TOTAL LIABILITY OF SELLER FOR ANY CLAIM OF PROBLEMS OR DEFECTS WITH PERMABASE CEMENT BOARD, WHETHER BASED ON THIS LIMITED WARRANTY OR ANY OTHER LEGAL THEORY, INCLUDING BUT NOT LIMITED TO BREACH OF CONTRACT, NEGLIGENCE, OR STRICT LIABILITY.

No legal action or proceeding complaining of goods sold by National Gypsum Company or any of its affiliates, including without limitation PermaBASE Building Products, LLC, may be brought more than one year after the date the defect or problem in question is discovered or reasonably should have been discovered.

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National Gypsum Company is the exclusive service provider for products manufactured by PermaBASE Building Products, LLC. The PermaBASE family of products is manufactured by PermaBASE Building Products, LLC.

**PermaBASE<sup>®</sup>**  
Building Products

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