

Limited Marranty

(United States and U.S. Territories Only)

LIMITED WARRANTY

PermaBASE Building Products, LLC ("Seller") warrants to its direct purchaser that at the time of sale PermaBASE® Cement Board products sold and designated by Seller for exterior applications in the United States of America:

- Will be free of defects in material or workmanship which make them unsuitable for their intended use.
- Will remain stable in size and not crack, chip or delaminate.
- Will not deteriorate as a result of normal exposure to moisture in areas of use for which the product is intended.

WARRANTY DURATION

The warranty will remain in effect for fifteen (15) years from the date the product is purchased from Seller.

WARRANTY CONDITIONS

This warranty only applies if the following conditions are met:

- The installation methods conformed to applicable written recommendations and specifications published by Seller;
- The product has been properly handled and stored at all times, 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, to movement in, failure of or defects in the materials to which the product is attached, or which are attached to it, or to acts of God, such as earthquakes, storms, fires or floods; and
- The building in which the product is installed is maintained with reasonable care.
- The exterior finish or cladding system must be correctly installed per manufacturer's specifications.
- This warranty applies to the following products: PermaBASE® Cement Board, PermaBASE PLUS® Cement Board.

EXCLUSIONS AND LIMITATIONS

This warranty does not cover:

- Problems resulting from use of other manufacturers' products in connection with Seller's PermaBASE products, unless Seller has in writing recommended or approved such use;
- Installation over structural or framing members that are twisted or bowed;
- Damage or conditions resulting from abnormal or excessive exposure to water, such as mold, fungus or insect infestation, and similar damage resulting from leaking windows or doors, or failure to properly seal any wall penetration;
- Any use as a moisture barrier or weather resistive barrier;
- Incidental, indirect or consequential losses, damages or expenses.
 The customer's exclusive remedy for any type of claim or action
 for defective products will be limited to the replacement of the
 product (in the form originally shipped) or, at Seller's option, to a
 payment or credit not greater than the original purchase price of
 the product. Some states do not allow the exclusion or limitation
 of consequential or incidental damages, so such exclusion or
 limitation may not apply to you.

MAKING CLAIMS

Within thirty (30) days from the time you discover a problem with PermaBASE, write to National Gypsum Services Company d/b/a National Gypsum Company, authorized sales agent and service provider to Seller and include a brief description of the problem with photographs.

Also, send to us copies of any sales receipts, invoices and other documents which may show the date(s) of purchase and installation. Mail this information to:

National Gypsum Company 2001 Rexford Road Charlotte, NC 28211

Attn: Director, Quality Services R&D

This express warranty is the only warranty applicable to the PermaBASE products described herein and IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED ORAL OR WRITTEN WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

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.

This warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state.

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