

PermaBASE™ FOAM TILE BACKER

RESIDENTIAL DWELLINGS 10 YEAR

Limited Warranty

(United States and U.S. Territories Only)

LIMITED WARRANTY

PermaBASE Building Products, LLC ("Seller"), warrants to the Purchaser of its PermaBASE™ Foam Tile Backer, which is manufactured and intended for use in a residential dwelling (the "Product"), and to the owner of any such residential dwelling at the time the Product is first installed therein (the "Owner") that, subject to the conditions and limitations set forth below:

- PermaBASE Foam Tile Backer 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) ("Defects Warranty"); and
- PermaBASE Foam Tile Backer 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 an original purchaser of PermaBASE Foam Tile Backer who installs such PermaBASE Foam Tile Backer in a residential dwelling. The term "Owner" means the natural person(s) who is the first owner of and who resides in the residential dwelling after the Product is installed by the Purchaser. This limited Defects Warranty will remain in effect until 10 years after the date the Product is purchased by the Purchaser for purposes of installation.

This warranty may not be transferred or assigned to any other person or entity, including but not limited to any subsequent purchaser of the Product or subsequent owner or inhabitant of the residential dwelling.

The term "residential dwelling" means (i) a single-family dwelling or (ii) a single family residential dwelling that is within a larger structure containing more than one separate dwelling unit, and in which each such unit is used or occupied, or intended to be used or occupied, as the permanent home or residence of 1 or more persons, but shall not include any part of any structure that contains five or more separate dwelling units.

WARRANTY CONDITIONS

This warranty applies only if the following conditions are met:

- The Product is installed in a residential dwelling and is used only as a substrate for tile;
- Design and installation methods for the Product and the tile for which it serves as a substrate are 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 construction and building material handling practices, and has not been abused or used for an improper application;
- The problem with the Product is not due to the failure or movement of any structural or framing members in the residential dwelling, including but not limited to twisting, bowing or other distortion of such members; other structural movement or settling of any portion of the building; movement in, failure or or

defects in materials to which the Product is attached or which are attached to it; causes other than normal residential dwelling use conditions, such as high winds, tornadoes, hail storms, hurricanes, floods, earthquakes or falling (impact of) objects, or any acts of God or nature; immersion in water, or sustained pooling or cascading of water; fire, vandalism, misuse or abuse; or any other cause beyond National Gypsum's control as the manufacturer of the Product; and beyond National Gypsum's control as the manufacturer of the Product; and the residential dwelling 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.

EXCLUSIONS AND LIMITATIONS

- This warranty does not cover damage or claims to the extent arising from or relating to:
 - Other manufacturer's products used with PermaBASE Foam Tile Backer, 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 Foam Tile Backer;
 - 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 residential dwelling or the structure in which it is located;
 - Handling or storage not in accordance with standard building or good industrial practice;
 - Any PermaBASE Foam Tile Backer which is not installed in a residential dwelling within 12 months from its date of manufacture;
 - Use of PermaBASE Foam Tile Backer other than for its intended use;
 - A third-party's actions, omissions or negligence;
 - Installations in residential dwellings that have not been maintained with reasonable care;
 - Installation, repair or removal of products attached or applied to PermaBASE Foam Tile Backer, except when such removal or repair is required as a direct result of a failure of PermaBASE Foam Tile Backer to comply with this warranty;
 - The performance of other materials applied or attached to, or installed over, with or adjacent to PermaBASE Foam Tile Backer; or
 - Impact or pressure damage caused by a person, object or any other force.

PermaBASE Foam Tile Backer 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 warranty.

This Limited Warranty is the only warranty applicable to PermaBASE Foam Tile Backer 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 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 Foam Tile Backer 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 residential dwelling 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 FOAM TILE BACKER AND REPRESENT THE TOTAL LIABILITY OF SELLER FOR ANY CLAIM OF PROBLEMS OR DEFECTS WITH PERMABASE FOAM TILE BACKER, 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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PermaBASE®

Building Products

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