# USG Tile & Flooring Solutions

WHAT IS COVERED?

HOW LONG DOES COVERAGE LAST?

WHAT IS NOT COVERED?

WHAT WILL USG DO?

# USG DUROCK BRAND LIQUID WATERPROOFING AND CRACK ISOLATION MEMBRANE LIMITED WARRANTY

Subject to the terms and conditions of this limited warranty, United States Gypsum Company ("USG") warrants that its USG Durock™ Brand Liquid Waterproofing and Crack Isolation Membrane sold by United States Gypsum Company shall be free from defects in materials and factory workmanship.

This Warranty shall become effective when USG Durock<sup>™</sup> Brand Liquid Waterproofing and Crack Isolation Membrane is installed in accordance with USG's current installation instructions in the USG Durock<sup>™</sup> Brand Liquid Waterproofing and Crack Isolation Membrane Installation Guide (CB817). This warranty extends to dealers who sell our products, contractors who install our products, and all owners of the building within the warranty period.

This limited warranty runs for one (1) year beginning on the date of installation of the USG Durock™ Brand Liquid Waterproofing and Crack Isolation Membrane in the building.

USG shall not be responsible for any loss resulting from any of the following:

- Installation practices not in accordance with United States Gypsum Company's current published recommendations and installation instructions.
- Damage due to structural movement of the building, failure of the substrate, or improper installation of the substrate.
- Damage arising from acts of God, such as earthquakes, storms, floods, etc.
- Mishandling, misuse, improper storage, or improper application.
- Failure of the owner to maintain the building with reasonable care.
- Water damage resulting from use in swimming pools, hot tubs, exterior applications, or continuously submerged areas.
- Damage resulting from the use of other manufacturers' products, including sealants.
- Damage resulting from plumbing failures.
- Damages resulting from failures, or improper installation, of the tile or stone over the membrane.
- Consequential and incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages; so the above exclusion or limitation may not apply.

United States Gypsum Company will, at its option, either provide replacement USG Durock<sup>™</sup> Brand Liquid Waterproofing and Crack Isolation Membrane ("Product") or refund the purchase price. The warranty remedy described in this section shall be the exclusive remedy, and USG shall not be responsible for any other remedy of any sort, whether at law or in equity.

**HOW DO I GET SERVICE?** To make a claim under this warranty, you must notify USG in writing within thirty (30) days after discovering a possible defect of the Product. Regardless of the date of discovery of a problem, no claim may be brought more than 30 days after the end of the one-year warranty period. Notice of a claim must be made before beginning any permanent repair. Notice of a warranty claim should describe the possible defect and include the date the Product was installed and the name and address of the contractor who installed the Product.

Photographs or videotape of the damaged area are often useful and should also be submitted if available.



## HOW DO I GET SERVICE? CONT.

#### DISCLAIMER OF OTHER WARRANTIES; LIMITATIONS OF DAMAGES; EFFECTS OF STATE LAW

### WARRANTY INFORMATION FOR PRODUCTS USED OUTSIDE OF THE US

The Owner must allow USG's agent access to the part of the building where the Product is installed to inspect the Product. The original invoice for the Product and installation may be required for settlement in order to establish that the defect has occurred during the warranty period.

For further information contact: United States Gypsum Company, Department 778-824, 550 West Adams Street, Chicago, IL 60661. For additional copies of the applicable product literature, please call us at 800 USG.4YOU (874-4968), visit www.usg.com or write to us.

- USG undertakes no responsibility for the quality of the Product except as provided above in this Warranty. In other words: USG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY.
- USG assumes no responsibility that the Product will be fit for any particular purpose for which you may be buying this Product, except as explicitly provided in this Warranty. In other words: USG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.
- USG will not be responsible under this Warranty for any incidental, special, indirect, or consequential damages.

This Warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.

 Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages; so the exclusions and limitations of remedies and damages in this section may not apply to you.

This warranty applies to products manufactured by United States Gypsum Company or USG Interiors, LLC that are used in the United States. For the application of this warranty to products used outside the United States, please see https://www.usg.com/warranty.

800 USG.4YOU 800 (874-4968) usg.com

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