

CertainTeed **GlasRoc**[®]

GlasRoc[®] Tile Backer / GlasRoc[®] Tile Backer Type X

20 Year Limited Commercial Warranty

What is Covered?

CertainTeed Gypsum, Inc. ("CertainTeed") warrants that its **GlasRoc[®] Tile Backer** ("Product") shall be free from defects in the manufacture of materials that make it unsuitable for its intended use, and that it meets or exceeds the manufacturing requirements and specifications of ASTM C 1178. The 20 Year Limited Commercial Warranty may not be assigned or transferred. It is extended only to the original owner of the building.

What is Not Covered?

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

- Installation practices not in accordance with CertainTeed's published recommendation and specifications or industry standards defined by the Tile Council of North America.
- Failure of the owner to maintain the building with reasonable care.
- Claims related to mold, mildew or fungi.
- Any defect or failure associated with the elements of a tile assembly that are not a direct result of a **GlasRoc[®] Tile Backer** failure.
- Damage caused by improper handling or storage, immersion in water, floods, fires, hailstorms, earthquakes, high winds, falling objects, settling of the building, movement of the framing members, failure or distortion in the walls or foundation of the structure.

Effect of State Law

THIS WARRANTY STATES THE FULL EXTENT OF CERTAINTEED'S RESPONSIBILITY FOR DEFECTS IN THE PRODUCT. ALL OTHER REPRESENTATIONS AND WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY, ARE HEREBY DISCLAIMED.

IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR LOSS OF PROFITS OR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, WHETHER BASED UPON BREACH OF WARRANTY NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY.

Some states do not allow the exclusion or limitation of warranties or do not allow the exclusion or limitation of incidental or consequential damages, so the above disclaimers may not apply to you.

How Long Does Coverage last?

The 20 Year Limited Commercial Warranty shall commence on the date of purchase. This warranty is non-transferable.

What will CertainTeed do?

CertainTeed will, at its option, provide replacement product or refund the original owner the reasonable cost of repairing the non-conforming **GlasRoc[®] Tile Backer** and any portion of the tile assembly that may be affected. Reimbursement is not to exceed the original cost of installing the affected portion of the assembly. This offer will commence on the date of purchase and continue for five (5) years. Claims made after year five (5) that are determined by CertainTeed to include non-conforming **GlasRoc[®] Tile Backer** will be reimbursed at two (2) times the original uninstalled purchase price.

How Do I Get Service?

Submit all claims in writing within 10 days of defect discovery, including a brief description of the damaged area with a copy of the original sales receipt, invoice or evidence of installation date to:

CertainTeed Gypsum
Attn: Product Manager, GlasRoc[®] Tile Backer
4300 W. Cypress St., Ste. 500
Tampa, FL 33607
U.S.A.
Phone: 800 233-8990

CertainTeed, upon their request, shall have 10 days from receipt of the claim to inspect the GlasRoc[®] Tile Backer. CertainTeed must be granted reasonable access for inspection. No alterations or repairs shall be made prior to CertainTeed's inspection.

To effect this sole and exclusive remedy, the claim must be submitted in writing prior to the end of the warranty period.

THIS SHALL CONSTITUTE THE TOTAL LIABILITY OF CERTAINTEED AND THE EXCLUSIVE REMEDY OF CUSTOMER. THERE ARE NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIABILITY IS LIMITED TO THE ABOVE AND CERTAINTEED SHALL IN NO EVENT BE LIABLE FOR LABOR CHARGES, INCLUDING BUT NOT LIMITED TO, LABOR CHARGES IN CONNECTION WITH REMOVAL OR REPLACEMENT, NOR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

No representative of CertainTeed has the authority to make any representation or promise with respect to this limited warranty or otherwise amend, restate, or supplement this limited warranty.

CertainTeed
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CertainTeed Gypsum, Inc., 4300 W. Cypress St., Suite 500, Tampa, FL 33607