

20 YEAR LIMITED COMMERCIAL WARRANTY



GlasRoc® Tile Backer / GlasRoc® Tile Backer Type X

WHAT IS COVERED?

CertainTeed Gypsum, Inc. ("CertainTeed") warrants that its **Diamondback®** Tile Backer ("Product") shall be free from defects in the manufacture of materials that make it unsuitable for its intended use, installed in a Commercial Building.

The 20 Year Limited Commercial Warranty may not be assigned or transferred. It is extended only to the original owner of the building. The 20 Year Limited Commercial Warranty shall commence on the date of purchase by the contractor for purposes of installation.

A Commercial Building is defined as any structure that is not a permanent residence for less than five family units.

WHAT IS NOT COVERED?

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

- Installation and finishing practices not in accordance with CertainTeed's published recommendations and specifications or industry standards defined by the Tile Council of North America.
- Failure of or defects in materials to which the Product is attached or which are attached to it. This includes any damage to the Product resulting from the installation, repair or removal of any materials installed over, adjacent to, or attached to the Product, except to the extent that

repair or removal of such materials is a direct result of a failure of the Product to comply with this Limited Warranty.

- Failure of the owner to maintain the building with reasonable care and to protect the Product from being subjected to more than normal use and exposure within the commercial building.
- Claims related to mold, mildew, algae, fungus, bacteria, insects or other conditions involving organic growth.
- Failure to purchase and install the Product within 12 months from its date of manufacture.
- Use of the Product in other than its intended use.
- Any acts, omissions, or negligence of Owner or any third party.
- Damage due to improper building or system design.
- Damage or abuse caused by improper transport, handling, or storage not in accordance with standard building practices and applicable building codes.
- Damage from immersion in water or sustained pooling or cascading of water; hurricanes, floods, fires, vandalism, hailstorms, earthquakes, high winds, tornadoes, falling objects, settling of the building, movement of the framing members, failure or distortion in the walls or foundation of the structure; or other acts of God or nature.

The Product has natural surface characteristics that result normally

from its manufacture that are not to be considered defects or evidence of this warranty.

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 **Diamondback** Tile Backer and any portion of the tile assembly that may be affected up to a maximum of two times the price paid for the product at the time of purchase for installation

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 **Diamondback** Tile Backer will be reimbursed at the original uninstalled purchase price.

TO MAKE A CLAIM:

Submit all claims in writing within 30 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: Marketing Manager
20 Moores Road
Malvern, PA 19355 USA
800 233-8990

CertainTeed, upon their request, shall have 30 days from receipt of the claim to inspect the Diamondback 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.