

**NO-COAT PRO
LIMITED WARRANTY**

WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed Gypsum, Inc. ("CertainTeed") warrants to the Original Owner that its NO-COAT PRO™ Machine ("NO-COAT PRO") will be free from manufacturing defects for one (1) year from the date of purchase if used in accordance with CertainTeed's applicable instruction manual. Should CertainTeed determine that any of the components of the NO-COAT PRO contains a manufacturing defect, CertainTeed, at its sole discretion, will provide replacement components or a replacement NO-COAT PRO machine. CertainTeed is not responsible for any costs of removal or reinstallation of components or of NO-COAT PRO machines no matter if they are original or replacement components or machines.

TRANSFERABILITY

The coverage under this limited warranty is not transferable or assignable.

WHAT THE ORIGINAL OWNER MUST DO

To obtain performance under this limited warranty, the Original Owner (original purchaser at retail) must notify CertainTeed within thirty (30) days of discovery of a claimed manufacturing defect, but such notice must be within one (1) year from the original date of purchase. Notification of a warranty claim and proof of purchase date must be provided to CertainTeed Gypsum, Inc., 20 Moores Road, Malvern, Pennsylvania 19355, Attention: NO-COAT PRO Machine. The Original Owner must provide CertainTeed an opportunity to investigate the claim and to examine the NO-COAT PRO claimed to be defective. Should CertainTeed require the submission of any component part or the NO-COAT PRO machine for investigation, the Original Owner is responsible for all shipping and freight costs. The Original Owner also has responsibility for shipping and freight costs for any replacement component or NO-COAT PRO machine sent by CertainTeed in resolution of a warranty claim.

LIMITATIONS

This limited warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage to the NO-COAT PRO caused by events beyond its control, including but not limited to:

- Use not in accordance with CertainTeed's published instruction manual.
- Any acts, omissions, or negligence of the Original Owner or any third party.
- Damage or abuse caused by improper transport, handling, or storage.
- Damage from immersion in water or sustained pooling or cascading of water.
- Damage from floods, fires, vandalism, earthquakes, or other acts of God or nature.
- Damage caused by animals or insects.
- Any other cause not a result of a manufacturing defect in the NO-COAT PRO.

CertainTeed reserves the right to discontinue or modify any of its components or machines and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement components or machines vary in comparison to originals. If CertainTeed replaces any component or machine under this warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the original component or machine has been discontinued or modified.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS



CertainTeed Gypsum

FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO PROVIDING REPLACEMENT COMPONENTS OR MACHINE AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S MACHINE OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

IN NO EVENT SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE MACHINE COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE MACHINE.

Except by an officer of CertainTeed, this limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

All payments made by CertainTeed pursuant to this limited warranty are in U.S. dollars.

This limited warranty is effective for NO-COAT PRO Machines sold on or after April 1, 2018.