

20-YEAR COMMERCIAL LIMITED WARRANTY

GlasRoc® Tile Backer/ GlasRoc® Tile Backer Type X

WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed® warrants to the Original Owner of a Commercial Building that its GlasRoc® Tile Backer (the "Product") shall be free from manufacturing defects and shall meet the manufacturing requirements and specifications of ASTM C1178 for twenty (20) years from the date of purchase.

For warranty claims submitted to CertainTeed within the five (5) year period after the purchase date of the Product, should CertainTeed determine that a manufacturing defect exists in the Product or that the Product does not meet the manufacturing requirements and specifications of ASTM 1178, CertainTeed, at its sole option, will provide replacement Product or reimburse the Original Owner the reasonable cost of repairing the nonconforming Product plus the cost of any portion of the tile assembly that may be affected due to the non-conforming Product, up to a maximum of two (2) times the price paid for the Product at the time of the original purchase for installation.

For warranty claims submitted to CertainTeed after five (5) years from the purchase date of the Product and for as long as the Original Owner owns the Commercial Building, should CertainTeed determine that a manufacturing defect exists in the Product or that the Product does not meet the manufacturing requirements and specifications of ASTM 1178, CertainTeed, at its sole option, will either provide replacement Product or

refund the Original Owner the original purchase price for the non-conforming Product. CertainTeed will have no liability for and not be responsible for any cost or expense related to the removal and replacement of the Product or any tile assembly.

A Commercial Building is defined as any structure for commercial or residential purposes other than a building that serves as permanent residence for less than five (5) family units.

TRANSFERABILITY

The coverage under this limited warranty is available to the Original Owner only and is not transferable or assignable.

WHAT THE ORIGINAL OWNER MUST DO

To obtain performance under this limited warranty, the Original Owner must notify CertainTeed in writing prior to the end of the warranty period and within thirty (30) days of the discovery of any claimed defect. The Original Owner must submit with such notice, a description of the damaged area and proof of date of purchase and installation in order to provide CertainTeed an opportunity to investigate the claim and examine the Product claimed to be defective. Notification must be provided to:

**CertainTeed Gypsum
Attn: Gypsum Products
20 Moores Road
Malvern, PA 19355 USA
800 233-8990**

CertainTeed will review the claimed defect and may request samples or access to the property where the Product is installed. CertainTeed shall have thirty (30) days from receipt of the claim to arrange an inspection of the Product, at a mutually convenient time. CertainTeed must be granted reasonable access for inspection. No alterations or repairs shall be made prior to CertainTeed's inspection.

LIMITATIONS

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

- 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, Inc.
- 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 the cost of repair or removal of such materials is covered under the terms of this limited warranty.

*In the United States, "CertainTeed" is CertainTeed Gypsum, Inc. In Canada, "CertainTeed" is CertainTeed Canada, Inc.

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- 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 building.
- Mold, mildew, algae, fungus, bacteria or other conditions involving organic growth.
- Use of the Product in other than its intended use.
- Failure to purchase and install the Product within twelve (12) months from its date of manufacture.
- Any acts, omissions, or negligence of the Original 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, impact of or falling objects, animals or insects, 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.

In addition, the Product has natural surface characteristics and other characteristics that result normally from its manufacture, which are not considered manufacturing defects.

CertainTeed reserves the right to discontinue or modify any of its Products and shall not be liable as a result of

such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in comparison to the original Product. If CertainTeed replaces any material under this limited warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed 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 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 REPLACING OR REFUNDING THE DEFECTIVE PRODUCT 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 PRODUCTS 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 PRODUCT COVERED UNDER THIS WARRANTY EXCEED TWO TIMES THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

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 GlasRoc® Tile Backer installed on or after April 1, 2021.