

I N T F R I O R LIMITED WARRANTY

LIMITED WARRANTY

National Gypsum Company ("NGC") warrants to its direct purchaser that at the time of sale PermaBase® Cement Board products sold and designated by NGC for interior applications in the United States of America:

- 1. Will be free of defects in material or workmanship which make them unsuitable for their intended use.
- 2. Will remain stable in size and not crack, chip or delaminate.
- Will not deteriorate as a result of normal exposure to moisture in areas of use for which the product is intended.

WARRANTY DURATION

The warranty will remain in effect for thirty (30) years from the date the product is purchased from NGC.

WARRANTY CONDITIONS

This warranty only applies if the following conditions are met:

- 1. The installation is in "Residential and Light Construction." Installations in "Commercial Construction" are not covered by this warranty;
- 2. The installation methods conformed to applicable written recommendations and specifications published by NGC, by the American National Standard Institute (ANSI), and by the Tile Council of North America in its "Handbook for Ceramic Tile Installation";
- 3. The product has been properly handled and stored at all times, and has not been abused or used for an improper application;

- 4. The problem with the product is not due to structural movement of the building, to movement in, failure of or defects in the materials to which the product is attached, or which are attached to it, or to acts of God, such as earthquakes, storms, fires or floods; and
- 5. The building in which the product is installed is maintained with reasonable care.

EXCLUSIONS and LIMITATIONS

This warranty does not cover:

- Problems resulting from use of other manufacturers' products in connection with NGC's PermaBase products, unless NGC has in writing recommended or approved such use;
- 2. Installation over structural or framing members that are twisted or bowed;
- 3. Incidental, indirect or consequential losses, damages or expenses. The customer's exclusive remedy for any type of claim or action for defective products will be limited to the replacement of the product (in the form originally shipped) or, at NGC's option, to a payment or credit not greater than the original purchase price of the product. Some states do not allow the exclusion or limitation of consequential or incidental damages, so such exclusion or limitation may not apply to you.

MAKING CLAIMS

Within thirty (30) days from the time you discover a problem with PermaBase, write to NGC and include a brief description of the problem with photographs.

Also, send to us copies of any sales receipts, invoices and other documents which may show the date(s) of purchase and installation. Mail this information to:

National Gypsum Company 2001 Rexford Road Charlotte, NC 28211 Attn: Director, Quality Services R&D

This express warranty is the only warranty applicable to the PermaBase products described herein and IS IN LIEU OF AND EXCLUDES ALL OTHER EXPRESSED ORAL OR WRITTEN WARRANTIES AND ALL IMPLIED WARRANTIES, INCLUDING BUT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

This warranty gives you specific legal rights and you may also have other rights which will vary depending upon the state.

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