

Limited Warranty

Georgia-Pacific Gypsum LLC ("GP") warrants to each person responsible for the installation of DensGlass™ Ultra Shaftliner in a structure, and to the person that first owns such structure upon or following such installation (the "Owner"), that, subject to the conditions and limitations specified below, DensGlass Ultra Shaftliner installed or to be installed in such structure:

- (1) Defects: will be free of manufacturing defects that make it unsuitable for its intended use (as described at www.gpgypsum. com), for a period of five (5) years commencing with the date of purchase of the product for installation; and
- (2) Exposure: will not deteriorate or delaminate as a result of normal use conditions or as a result of exposure to normal weather conditions or excessive humidity, for a period of twelve (12) months commencing with the date of installation of the product in such structure.

This warranty is personal to the persons named above, and is not assignable or transferable under any circumstances. GP's obligations under this warranty will automatically terminate upon the transfer by the Owner of the structure in which DensGlass Ultra Shaftliner is installed.

This warranty does not apply to, and GP will not be liable for any damages or claims that result or relate in whole or part from or to:

- (a) Failure to store, handle or install DensGlass Ultra Shaftliner in accordance with GP's storage and installation instructions, standard building practices, and all applicable building codes. GP's storage and installation instructions are available from the selling dealer and at www.gpgypsum.com.
- (b) Causes other than normal weather or use conditions, including but not limited to improper handling, misuse or abuse before or after installation, impact of falling objects, vandalism, earthquakes, hurricanes, tornadoes, floods, fires, hailstorms or high winds, acts of God, sustained cascading or pooling of water, or immersion in water.
- (c) Mold, mildew, fungi, bacteria or other organic conditions.
- (d) Improper design or installation of any portion or component of the structure, or failure or distortion of the walls, foundation, or any other portion or component of the structure, including but not limited to settling of the building or movement of framing members.
- (e) Suitability or performance of any cladding, coating, finishes or wall coverings or other materials applied or attached to DensGlass Ultra Shaftliner.

If GP determines that DensGlass Ultra Shaftliner panels do not comply with the terms of this warranty, GP will reimburse the reasonable cost of repair or replacement of the non-conforming panels, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming panels. The warranty claimant must provide satisfactory documentation of the original purchase price and the purchase or installation date of the panels and of any other amounts claimed under this warranty. All claims must be made in accordance with the claims and inspection procedure set forth below.

The remedies described above are the <u>sole</u> and <u>exclusive</u> remedies, and GP's <u>sole</u> and <u>exclusive</u> obligations and liability, with respect to any claim relating to DensGlass Ultra Shaftliner. Neither GP nor any of its affiliates will have any liability with respect to DensGlass Ultra Shaftliner except as specifically provided for in this warranty.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY GP WITH RESPECT TO DENSGLASS ULTRA SHAFTLINER. GP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, ALL OF SUCH IMPLIED WARRANTIES WILL BE LIMITED TO THIRTY (30) DAYS OR ANY SHORTER PERIOD PERMITTED BY APPLICABLE LAW.

UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO A STRUCTURE OR ITS CONTENTS, AND LOSS OF USE OF DENSGLASS ULTRA SHAFTLINER OR OTHER PROPERTY.

Any action or suit relating to DensGlass Ultra Shaftliner must be commenced within one (1) year after the cause of action accrues or will be waived.

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Any and all claims must be made in writing and accompanied by dated sales receipts where applicable, within ten (10) days after discovery of defect, to:

Georgia-Pacific Gypsum LLC 133 Peachtree Street, NE Atlanta, Georgia 30303 ATTN: Product Manager (GA030-8)



GP must be given a reasonable opportunity to inspect the claim prior to remedial action. GP shall not be liable for any cost of repair or replacement which is not pre-authorized in writing by Georgia-Pacific Gypsum. Additional information is available through the GP Technical Hotline at 800-225-6119 (8:00 a.m. - 5:00 p.m. ET) or on our website at www.gpgypsum.com.

This warranty applies to DensGlass Ultra Shaftliner sold on or after January 1, 2009, and only to DensGlass Ultra Shaftliner installed in the United States and Canada.

DENSGLASS and the GEORGIA-PACIFIC logo are trademarks owned by or licensed to Georgia-Pacific Gypsum LLC. © 2009 Georgia-Pacific Gypsum LLC. All rights reserved. Printed in the U.S.A. Rev 1/09. GP-TM Lit. Item #532230.