

LIMITED WARRANTY

CertainTeed Finishing Products

WHO AND WHAT ARE COVERED AND FOR HOW LONG

CertainTeed® warrants to the Original Owner that its Finishing Product will be free from manufacturing defects for one (1) year following delivery to the jobsite, as long as the Finishing Product is applied according to CertainTeed's applicable guidelines, standard industry practices and within the Shelf Life requirements in Table 1. If CertainTeed determines that the Finishing Product is defective, CertainTeed's maximum liability shall be limited only to replacement of the defective Finishing Product or refund of the original purchase price of the defective Finishing Product. CertainTeed will not be responsible for any other costs or expenses.

Since methods and conditions of application and storage, such as temperature, humidity, and over thinning are beyond our control, CertainTeed will not be responsible for the failure of this product when not used and stored according to directions and specifications and accepted standards of procedure inherent in drywall application; or when reasonable allowance is not made by the user for adverse weather and job conditions.

LIMITATIONS

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

- Application and finishing practices not in accordance with CertainTeed's published application guidelines and standard gypsum industry practices as provided in applicable Gypsum Association (GA) publications.

- Failure of or defects in materials to which the Finishing Product is applied or which are attached to it. This includes any damage to the Finishing Product resulting from the installation, repair or removal of any materials installed over, adjacent to, or attached to the Finishing Product, except to the extent that repair or removal of such materials is a direct result of a failure of the Finishing Product to comply with this limited warranty.
- Failure of the Original Owner to maintain the residence or building with reasonable care and to protect the Finishing Product from being subjected to more than normal use and environmental exposure within the building.
- Claims related to mold, mildew, algae, fungus, bacteria or other conditions involving organic growth.
- Failure to apply the Finishing Product within the Shelf Life requirements of Table 1.
- 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, 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.

- Damage caused by animals or insects.
- Any other cause not a result of a manufacturing defect in the Finishing Product.

TRANSFERABILITY

The coverage under this limited warranty is not transferable or assignable from the Original Owner.

WHAT THE ORIGINAL OWNER MUST DO

To obtain performance under this limited warranty, the Original Owner must notify CertainTeed in writing within thirty (30) days of the discovery of any claimed defect or failure and must submit with such notice, proof of date of purchase and installation. Notification must be provided to:

CertainTeed Gypsum, Inc.
20 Moores Road
Malvern, Pennsylvania 19355
Attention: Gypsum Products

CertainTeed will review the claim and, upon its request, must be provided with samples or access to the property where the Finishing Product is applied. CertainTeed shall have thirty (30) days from receipt of the claim to inspect the Finishing Product and must be granted reasonable access for the inspection. No alterations or repairs shall be made to the Finishing Product or where it is applied prior to CertainTeed's inspection.

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

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

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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 warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially applied has been discontinued or modified.

PRODUCT STORAGE

Protect ready mixed compounds from extreme heat. Avoid placing product in direct sunlight or in front of heaters. Protect ready mixed compounds from freezing. If freezing does occur, thaw product very slowly (2 to 4 days in a warehouse at 55F/13C); product may survive one or two freeze thaw cycles depending on degree of freezing and particular formula. Product that cannot be mixed smooth with a small amount of water should not be used. Joint compound should be acclimated at 55F (13C) for at least 48 hours prior to application. Setting compounds bags should not be stored directly on concrete floor; dry storage is required. Product beyond recommended dates or if in question for any reason should be tested by CertainTeed's Technical team for evaluation prior to use.

PRODUCT SHELF LIFE

To avoid outdated Finishing Products from being applied, Table 1 below shows the required time periods by which the listed Finishing Products

must be installed. The time periods by product group should allow ample time for distribution channels to sell the Finishing Product and the applicators to apply the Finishing Product before any deterioration of product quality occurs.

The Table below assumes the Finishing Product has been stored as recommended. Poor storage conditions can greatly reduce the Shelf Life of all Finishing Product from that shown in the Table.

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 AN ORIGINAL OWNER 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 REFUNDING OR REPLACING 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 THE ORIGINAL PURCHASE PRICE OF THE PRODUCT.

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.

This limited warranty is effective for Finishing Products applied on or after May 1, 2022.

Table 1. Product Shelf Life

| CertainTeed Finishing Products | Maximum Months From Manufacture Date to Installation for Use of Product |
|--------------------------------|---|
| Ready Mixed Compounds | 9 months |
| Dry Compounds | 24 months |
| Setting Compound in bags | 12 months |
| Level "V" Surfacers | 18 months |