

USG DUROCK™ BRAND SHOWER SYSTEM LIMITED WARRANTY

WHAT IS COVERED?

United States Gypsum Company ("USG") warrants that its USG Durock™ Brand Shower System ("DSS" or "Product") in all available sizes shall be free from defects in materials and factory workmanship.

This warranty extends to dealers who sell our Product, contractors who install our Product, and the original owner of the building within the warranty period. The specific USG products comprising the USG Durock™ Brand Shower System are identified in the *USG Durock™ Brand Shower System Product Catalog CB628*.

HOW LONG DOES COVERAGE LAST?

The warranty runs for a period of 10 years beginning on the date of installation of the Product.

WHAT IS NOT COVERED?

This warranty does not cover any loss or damage resulting from any of the following:

- Storage and installation practices not in accordance with USG's published recommendations and specifications in the *USG Durock™ Brand Shower System Installation Guide CB598*.
- Defects resulting from the use of other manufacturers' products unless these products are specifically recommended or approved in writing by USG in connection with the use of the Product.
- Mold, mildew, insects, fungi, algae, bacteria, and similar conditions.
- Efflorescence.
- Failure of the owner to maintain the building with reasonable care.
- Failure, distortion or structural movement of the walls, foundation, or any other portion or component of the structure, including settling of the building or movement of the framing members.
- Earthquake, flood, fire or other acts of God or nature; or any other cause beyond USG's control.

WHAT WILL USG DO?

USG will, at its option, replace the goods or refund the purchase price, and, where the product has already been installed, pay reasonable labor costs to fix damage caused by a defect in the product covered by this warranty, up to a maximum amount equal to the original installed price of the non-conforming Product. This will be the exclusive remedy for all persons entitled to warranty coverage.

HOW DO I GET SERVICE?

To make a claim under this warranty, you must notify USG in writing as soon as possible and in any event within 30 days after discovering a possible defect of the Product, and before beginning any permanent repair. Regardless of the date of discovery of a possible defect, no claim may be brought more than 30 days after the end of the ten-year warranty period. Your notice should describe the possible defect and include the date the Product was installed and the name and address of the contractor who installed the Product.

Photographs or videotape of the damaged area are often useful and should also be submitted if available. The Owner must allow USG's agent to access to parts of the building where the Product is installed to inspect the Product. The original invoice for the Product and installation may be required for settlement in order to establish that the defect has occurred during the warranty period. For further information contact:

United States Gypsum Company
Department 143-008
550 W. Adams Street
Chicago, Illinois 60661

For additional copies of the applicable product literature, visit www.usg.com or call us at 800.USG.4YOU, or write to us at the above address.

**DISCLAIMER OF OTHER WARRANTIES;
LIMITATIONS OF DAMAGES;
EFFECTS OF STATE LAW**

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- USG undertakes no responsibility for the quality of the product except as provided above in this Warranty. In other words, **USG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY.**
 - USG assumes no responsibility that the product will be fit for any particular purpose for which you may be buying this product, except as provided above in this Warranty. In other words, **USG DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE.**
 - USG will not be responsible under this Warranty for any incidental, special, indirect or consequential damages resulting from a defect in the product.
 - This Warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.
 - Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.
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**WARRANTY INFORMATION FOR
PRODUCTS USED OUTSIDE OF THE US**

This warranty applies to products manufactured by United States Gypsum Company or USG Interiors, LLC that are used in the United States. For the application of this warranty to products used outside the United States, please see <https://www.usg.com/warranty>.

TRADEMARKS

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