

USG DUROCK™ BRAND TILE MEMBRANE

FIVE-YEAR LIMITED WARRANTY

WHAT IS COVERED?

United States Gypsum Company (“USG”) warrants that its USG Durock™ Brand Tile Membrane sold by United States Gypsum Company:

1. Shall be free from defects in materials and factory workmanship.
2. Will protect material underlying the tiled area from intermittent water.

Warranty shall become effective when USG Durock™ tile membrane is installed in accordance with USG’s current installation instructions in the *USG Durock™ Brand Tile Membrane Installation Guide* (CB493).

Warranted installations shall be limited to dry or limited-water-exposure areas for light-commercial installations and dry and wet areas for residential installations only, as defined in the Floor Tiling Installation Guide and Environmental Classifications section of the most current version of the *TCNA Handbook for Ceramic, Glass and Stone Tile Installation*. For information on warranty coverage on applications other than those listed, please contact your local United States Gypsum Company representative. This warranty extends to dealers who sell our products, contractors who install our products and all owners of the building within the warranty period.

HOW LONG DOES COVERAGE LAST?

This warranty runs for five (5) years beginning on the date of installation of the USG Durock™ tile membrane in the building.

WHAT IS NOT COVERED?

1. Installation practices not in accordance with United States Gypsum Company’s current published recommendations and installation instructions.
2. Damage due to structural movement of the building or failure of the structural material to which the USG Durock™ tile membrane is attached.
3. Damage arising from acts of God, such as earthquakes, storms, floods, etc.
4. Mishandling, misuse, improper storage or improper application.
5. Failure of the owner to maintain the building with reasonable care.
6. Water damage resulting from use in swimming pools, hot tubs, exterior applications or continuously submerged areas.

This warranty does not cover defects resulting from the use of other manufacturers’ products including sealants. Consequential and incidental damages are not recoverable under this warranty. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not apply.

WHAT WILL USG DO?

United States Gypsum Company will, at its option, replace the defective USG Durock™ tile membrane or refund the purchase price. In addition, USG will pay for water damage caused by failure of the USG Durock™ tile membrane, subject to all of the following conditions:

1. The damage must be both discovered and reported to USG as soon as practicable.
2. No matter the extent of damage, USG’s responsibility under this warranty will be capped at a sum equal to the square footage of the USG Durock™ tile membrane in the room where it failed X \$25 per square foot.
3. This warranty payment shall be the exclusive remedy, and the customer shall have no other remedy of any sort, whether at law or in equity.

HOW DO I GET SERVICE?

Notify USG as soon as possible and in any event within thirty (30) days after discovering a possible defect of the Product, and before beginning any permanent repair. This 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 part 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 778-824, 550 West Adams Street, Chicago, IL 60661. For additional copies of the applicable product literature, please call us at 800 USG.4YOU (874-4968), or write to us at the below address.

DISCLAIMER OF OTHER WARRANTIES; LIMITATIONS OF DAMAGES; EFFECT OF STATE LAW

- 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.

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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800 USG.4YOU
800 (874-4968)
usg.com

Manufactured by
United States Gypsum Company
550 West Adams Street
Chicago, IL 60661

CB500-USA-ENG/rev. 10-18
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