USG Durock™ Brand Uncoupling Mat and Waterproofing Membrane Band

LIMITED WARRANTY

WHAT IS COVERED?

Subject to the terms and conditions of this limited warranty, United States Gypsum Company (“USG”) warrants that its USG Durock™ Brand Uncoupling Mat and USG Durock™ Brand Waterproofing Membrane Band (“Products”) shall be free from defects in materials and factory workmanship at the time of manufacture and will meet the performance parameters set forth in the USG Durock™ Brand Uncoupling Mat submittal sheet CB900 in effect at the time of purchase of the Products.

This limited warranty extends to dealers who sell our products, contractors who install our products, and the original owner of the building within the warranty period.

HOW LONG DOES COVERAGE LAST?

When the USG Durock™ Brand Uncoupling Mat and the USG Durock™ Brand Waterproofing Membrane Band are used together, this limited warranty runs for a period of 10 years beginning on the date of installation of the products. When used separately, this limited warranty runs for a period of 1 year beginning on the date of installation of the USG Durock™ Brand Waterproofing Membrane Band and for a period of 10 years beginning on the date of installation of the USG Durock™ Uncoupling Mat.

WHAT IS NOT COVERED?

USG shall not be responsible for any loss or damage resulting from any of the following:

- Storage, design, handling, maintenance, use or installation practices that are not in accordance with USG's current published recommendations and specifications, which may be found at www.usg.com.
- Any other manufacturer's products.
- Mold, mildew, insects, fungi, algae, bacteria, and similar conditions.
- Efflorescence.
- Failure 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.
- Abuse, neglect, or intentional act of destruction.
- Earthquake, flood, fire, or other acts of God or nature, or any other cause beyond USG's control.
- Failure to comply with the terms and conditions of this limited warranty.

WHAT WILL USG DO?

USG will, at its option, replace the non-conforming Products or refund the purchase price of the non-conforming Products.

HOW DO I GET SERVICE?

To make a claim under this limited warranty, you must notify USG in writing no later than 30 days from the date the claimed defect was discovered or should have been discovered on reasonable inspection, and before beginning any permanent repair. In addition, no claim may be brought more than 30 days after the end of the warranty period regardless of the date of discovery of the alleged defect. This notice should describe the possible defect and include the date the Products were installed and the name and address of the contractor who installed the Products.

Photographs or videotape of the damaged area are often useful and should also be submitted if available.
The owner must allow USG's agent access to the parts of the building where the Products were installed to inspect the Products. Samples of the floor system along with the original invoice for the Products and installation may be required for settlement in order to establish that the defect occurred during the warranty period.

For further information, contact:

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

• Except as expressly stated in this limited warranty, USG undertakes no responsibility for the quality of the Products or that the Products will be fit for a particular purpose. In other words: **USG disclaims all express or implied warranties of merchantability or fitness for a particular purpose.** If applicable consumer laws do not allow this limitation to apply to you, then any implied warranties required under such laws are limited to the shortest period permitted under such laws.

• USG will not be responsible for any incidental, special, indirect, or consequential damages.

• This limited warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.

• Some jurisdictions 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.

• This limited warranty gives you specific rights, and you may also have other rights which may vary by jurisdiction.

• Except to the extent expressly inconsistent with the terms of this limited warranty, USG's terms and conditions of sale to the direct buyer of the Products, including, without limitation, any arbitration provision, shall apply to all claims made by the direct buyer under this limited warranty.

This limited warranty applies to products manufactured by or for United States Gypsum Company that are used in the United States. For the application of this limited warranty to products used outside of the United States, please see www.usg.com/warranty.

Effective Date: June 19, 2020