

LIMITED WARRANTY FOR PRODUCTS MANUFACTURED BY UNITED STATES GYPSUM COMPANY OR USG INTERIORS, LLC

The following Limited Warranty applies to products manufactured and sold by United States Gypsum Company or USG Interiors, LLC that are used in the United States and NOT covered by a product-specific warranty at the time of the order acknowledgement for such product. For products that are covered by a product-specific warranty, that specific warranty applies to your purchase and not this Limited Warranty. To find out if a product is covered by a product-specific warranty please visit <u>USG Warranty Page</u>, or <u>www.usg.com</u> and search for "warranty" or the product name. As used in this Limited Warranty, the name "USG" refers to United States Gypsum Company with regard to products it manufactures and sells and to USG Interiors, LLC with regard to products it manufactures and sells.¹

What is Covered? USG warrants that all products manufactured by it are free from defects in material and workmanship at the time of manufacture. This Limited Warranty extends to the entity that purchased the products directly from USG,² dealers that sold the products in their original packaging, the contractor that first installed the products, and the owner of the building in which the products were originally installed.

What Will USG Do? USG's liability is expressly limited to the replacement (in the form originally shipped) of products not complying with this Limited Warranty, or, at our election, to the repayment of, or crediting the warranty holder with, an amount equal to the purchase price of such products. This limitation applies whether claims are for breach of warranty or negligence.

What is the Period of Coverage? This Limited Warranty runs for one year from the date of original purchase, and you must give USG written notice of a warranty claim no later than thirty (30) days from the date the claimed defect was discovered or by reasonable inspection should have been discovered. Your written warranty claim should include a brief description of the problem, photographs if available, and any sales receipts, invoices or other information indicating the date of purchase and installation. Please send this information to:

¹ Products manufactured by United States Gypsum Company include gypsum wallboard and glass mat sheathing, joint compounds, corner bead, plasters, cement board, backerboard, roof board, and sheathing. Products manufactured by USG Interiors, LLC include ceiling tiles, ceiling grid and other interior ceilings products. As mentioned above, some of these products have a product-specific warranty that applies and, therefore, are not covered by this Limited Warranty.

² Except to the extent directly inconsistent with this Limited Warranty, United States Gypsum Company's and USG Interiors, LLC's terms and conditions of sale to the direct buyer, including without limitation, any arbitration provision, shall apply to all claims made by the direct buyer under this Limited Warranty.

United States Gypsum Company Department 143-008 550 West Adams Street Chicago, IL 60661 USG Interiors, LLC Department 143-008 550 West Adams Street Chicago, IL 60661

Or email to: warranty@usg.com

What is Not Covered? USG shall not be liable under this Limited Warranty if any loss or damage was caused by improper application, storage, or use of the products, or if the products were not applied and used according to USG's current printed directions and specifications, free copies of which are available on <u>www.usg.com</u>.

Other Important Information About Exclusions and Limitations: THE LIMITED WARRANTY IS NON-ASSIGNABLE. THE LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ALLEGEDLY ARISING FROM A COURSE OF DEALING OR TRADE, EXCEPT WHERE PURCHASE OF THE GOODS IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES, ANY APPLICABLE LIMITED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE WRITTEN WARRANTY, OR THE SHORTEST PERIOD PERMITTED UNDER APPLICABLE LAW. USG SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY BY JURISDICTION.

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, SEE USG INTERNATIONAL LIMITED WARRANTY

January 27, 2020