Lifetime Limited Warranty
(Residential)

Georgia-Pacific Canada, LP (“GP”) provides the following limited warranty with respect to DensShield® tile backer products (each, “DensShield”) manufactured between January 1, 2019 and December 31, 2019 (the “Effective Period”) and installed in a Residential Dwelling (as defined below) in Canada. For a current list of DensShield tile backer products covered by this warranty, see our website (www.gpgypsum.com). PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSHEILD IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.

Limited Warranty. GP warrants to each Qualified Purchaser of DensShield for a Residential Dwelling that DensShield installed or to be installed in such Residential Dwelling:

1. The foregoing warranties apply only when DensShield has been installed in a Residential Dwelling as a tile backerboard, subjected to normal use and exposure and accorded treatment which is considered good practice in the building industry regarding handling, finishing, storage and maintenance of such products. In addition to this limitation, any damage to DensShield resulting in whole or in part from the following conditions is NOT GP’s responsibility and is NOT covered by the foregoing warranties:
   (a) Failure to store, handle or install DensShield in accordance with GP’s storage, handling and installation instructions (available at www.gpgypsum.com), industry standards as defined by the Tile Council of North America, standard building practices and all applicable building codes;
   (b) Improper design or installation of any portion or component of the structure, or failure or distortion of the walls, foundation or any other portion or component of the structure, including settling of the building or movement of framing members;
   (c) Suitability or performance of any tile, grout, cladding, coating, finishes, coverings or other materials applied or attached to DensShield;
   (d) Causes other than normal weather and use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; sustained cascading or pooling of water, or immersion in water; or any other cause beyond GP’s control;
   (e) Mould, mildew, fungi, bacteria or other similar conditions;
   (f) Failure to purchase and install DensShield within twelve (12) months from its date of manufacture;
   (g) Use of DensShield other than for its intended use as described at www.gpgypsum.com;
   (h) Any damage to DensShield resulting from the installation, repair or removal of any materials applied or attached to DensShield, except to the extent that repair or removal of such materials is a direct result of a failure of DensShield to comply with this warranty; or
   (i) A third-party’s actions, omissions or negligence.
   DensShield has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. Before GP will honor any claim under this Limited Warranty, the Qualified Purchaser must give GP written notice of the claim no later than ten (10) days after discovery of any alleged problem with the product. Written notice shall be directed to GP Gypsum LLC, 133 Peachtree Street N.E., 8th Floor, Atlanta, GA 30303, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents. GP shall have an additional twenty (20) days thereafter to inspect the

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DensShield. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensShield before GP inspects it. For warranty claims made during the five (5) year period commencing with the original date of purchase of DensShield panels, if GP determines that the DensShield panels do not comply with the terms of this warranty, GP will reimburse the reasonable cost of repair or replacement of the non-conforming panels and the affected portion of the tile assembly, up to a maximum amount equal to the original installation cost for the affected portion of the tile assembly. For warranty claims made after that initial five-year period, if GP determines that the DensShield panels do not comply with the terms of this warranty, GP will reimburse the reasonable cost of repair or replacement of the non-conforming panels and the affected portion of the tile assembly, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensShield panels. These remedies are GP’s sole and exclusive obligation and liability for any breach of warranty relating to DensShield used in any Residential Dwelling and are also the Qualified Purchaser’s sole and exclusive remedies for any such breach.

3. UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE OF THE PRODUCT, COST OF SUBSTITUTE PRODUCTS OR DAMAGE TO PROPERTY, ARISING OUT OF THE PURCHASE OR USE OF DENSSHIELD. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE QUALIFIED PURCHASER, WHETHER ASSERTED AS BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY. Some provinces may not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

4. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of DensShield or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.

5. This is the entire warranty between GP and the Qualified Purchaser with respect to DensShield manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensShield manufactured during the Effective Period.

6. The provisions of this Limited Warranty are severable. If any provision of the Limited Warranty is determined by an arbitrator or court to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions of this Limited Warranty shall remain in full force and effect.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from province to province.