



20-Year Limited Warranty (Commercial)

Georgia-Pacific Gypsum LLC ("GP") warrants to each person responsible for the installation of DensShield® Tile Backer ("DensShield") in a commercial structure, and to the person that first owns such commercial structure upon or following such installation (the "Owner"), that, subject to the conditions and limitations specified below, DensShield installed in such commercial structure:

- (1) will be free of manufacturing defects that make it unsuitable for its intended use (as described at www.gpgypsum.com); and
- (2) will not deteriorate or delaminate as a result of normal use conditions, including the presence of moisture.

This warranty is for twenty (20) years commencing on the original date of purchase of the DensShield panels for installation, is personal to the persons named above, and is not assignable or transferable under any circumstances. GP's obligations under this warranty will automatically terminate upon the transfer by the Owner of the commercial structure in which DensShield is installed.

This warranty does not apply to, and GP will not be liable for any damages or claims that result or relate in whole or part from or to:

- (a) Failure to store, handle or install DensShield in accordance with GP's installation instructions, industry standards as defined by the Tile Council of North America, standard building practices, and all applicable building codes. GP's installation instructions are available from the selling dealer and at www.gpgypsum.com.
- (b) Causes other than normal weather or use conditions, including but not limited to improper handling, misuse or abuse before or after installation, impact of falling objects, vandalism, earthquakes, hurricanes, tornadoes, floods, fires, hailstorms or high winds, acts of God, sustained cascading or pooling of water directly on the surface of DensShield, or immersion in water.
- (c) Mold, mildew, fungi, bacteria or other organic conditions.
- (d) 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 but not limited to settling of the building or movement of framing members.
- (e) Suitability or performance of any tile, grout, cladding, coating, finishes or wall coverings or other materials applied or attached to DensShield.
- (f) 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.

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 only, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming panels. The warranty claimant must provide satisfactory documentation of the original purchase price and purchase date of the panels and any other amounts claimed under this warranty. All claims must be made in accordance with the claims and inspection procedure set forth below.

The remedies described above are the sole and exclusive remedies, and GP's sole and exclusive obligations and liability, with respect to any claim relating to DensShield used in commercial applications. Neither GP nor any of its affiliates will have any liability with respect to DensShield used in commercial applications except as specifically provided for in this warranty.

THIS WARRANTY IS THE ONLY WARRANTY GIVEN BY GP WITH RESPECT TO DENSSHIELD USED IN COMMERCIAL APPLICATIONS. GP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO DENSSHIELD USED IN COMMERCIAL APPLICATIONS. WHERE APPLICABLE LAW DOES NOT PERMIT DISCLAIMERS OF IMPLIED WARRANTIES, ALL OF SUCH IMPLIED WARRANTIES WILL BE LIMITED TO THIRTY (30) DAYS OR ANY SHORTER PERIOD PERMITTED BY APPLICABLE LAW.

UNDER NO CIRCUMSTANCES WILL GP BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, WHETHER ARISING OUT OF BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, STRICT LIABILITY IN TORT OR ANY OTHER LEGAL THEORY. SUCH DAMAGES INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, DAMAGE TO A STRUCTURE OR ITS CONTENTS, AND LOSS OF USE OF DENSSHIELD OR OTHER PROPERTY.

Any action or suit relating to DensShield must be commenced within one (1) year after the cause of action accrues or will be waived.

Some states do not allow limitations on how long an implied warranty lasts, or do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This warranty gives you specific legal rights, and you may also have other rights which vary from state to state.

Any and all claims must be made in writing and accompanied by dated sales receipts where applicable, within ten (10) days after discovery of defect, to:

Georgia-Pacific Gypsum LLC
133 Peachtree Street, NE
Atlanta, Georgia 30303
ATTN: Product Manager (GA030-8)



GP must be given a reasonable opportunity to inspect the claim prior to remedial action. GP shall not be liable for any cost of repair or replacement which is not pre-authorized in writing by Georgia-Pacific Gypsum. Additional information is available through the GP Technical Hotline at 800-225-6119 (8:00 a.m. - 5:00 p.m. ET) or on our website at www.gpgypsum.com.

This warranty applies to DensShield sold on or after January 1, 2009, and only to DensShield installed in the United States and Canada.