

# **TOUGHROCK®**

## **Joint Systems, Plasters and Textures**

# **Limited Warranty**

Georgia-Pacific Canada LP ("GP") provides the following limited warranty with respect to ToughRock® brand joint compounds, setting compounds, sealants, veneer plasters, ceiling textures, joint tapes and other joint treatment systems (each, "Covered Product") manufactured between January 1, 2020 and December 31, 2020 (the "Effective Period") and used in Canada. For a current list of products covered by this warranty, see our website ([www.gpgypsum.com](http://www.gpgypsum.com)). **PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF COVERED PRODUCT IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of Covered Product for use in a structure that Covered Product used in such structure was, at the time of shipment from GP, free from manufacturing defects that make it unsuitable for its intended use (as described at [www.gpgypsum.com](http://www.gpgypsum.com)). A Qualified Purchaser is: (i) an original purchaser of Covered Product manufactured during the Effective Period who uses such Covered Product in a structure; or (ii) a person who owns a structure that includes Covered Product manufactured during the Effective Period and is the first owner of that structure after the use of the Covered Product. The duration of this warranty is limited to ninety (90) days from the date of the product's manufacture.

**THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO COVERED PRODUCT. GP DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND WHETHER STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION, THE DURATION OF SUCH IMPLIED WARRANTY OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY OR CONDITION UNDER APPLICABLE LAW.**

**Terms and Conditions Applicable to Warranties.** The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when Covered Product has been subjected to normal use and exposure and has been accorded treatment which is considered good practice in the building industry regarding handling, storage and maintenance of such products. In addition to this limitation, any damage to Covered Product 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 apply Covered Product in accordance with GP's storage, handling and application instructions (available at [www.gpgypsum.com](http://www.gpgypsum.com)), standard building practices and all applicable building codes, including the failure to use any Covered Product within a reasonable time after its date of manufacture, not to exceed ninety (90) days;
- (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 (i) the surface or other material to which Covered Product is applied, (ii) any materials mixed with Covered Product or (iii) any coating, finishes, coverings or other materials applied to Covered Product;
- (d) Causes other than normal use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; low or excessive temperatures for application; contact with or exposure to abnormal levels of moisture; or any other cause beyond GP's control;
- (e) Mould, mildew, fungi, bacteria or other similar conditions;
- (f) Use of Covered Product other than for its intended use as described at [www.gpgypsum.com](http://www.gpgypsum.com); or
- (g) A third-party's actions, omissions or negligence.

Covered Product 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 Covered 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 Covered Product. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to Covered Product before GP inspects it. If GP's inspection confirms that the Covered Product does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming Covered Product or refund the original purchase price for the non-conforming Covered Product. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to Covered Product 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 COVERED PRODUCT. THIS LIMITATION OF LIABILITY APPLIES TO ANY CLAIM ASSERTED BY THE QUALIFIED PURCHASER, WHETHER ASSERTED**

(continued on reverse)

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# **Limited Warranty**

(continued from front)

**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 Covered Product 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 Covered Product manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to Covered Product 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.