

# ToughRock®

## Gypsum Board

# Limited Warranty

GP Gypsum LLC ("GP") provides the following limited warranty with respect to ToughRock® brand gypsum board products (each, "ToughRock") manufactured on or after January 1, 2021 and installed in the United States. For a current list of ToughRock gypsum board 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 TOUGHROCK IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of ToughRock for a structure that ToughRock installed or to be installed in such structure was manufactured in accordance with applicable U.S. industry standards in effect for paper faced gypsum board products at the time of manufacture. A Qualified Purchaser is: (i) an original purchaser of ToughRock manufactured who installs such ToughRock in a structure; or (ii) a person who owns a structure that includes ToughRock. The duration of this warranty is limited to two (2) years from the date of the product's manufacture.

**THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO TOUGHROCK. GP DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY 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 ToughRock has been subjected to normal use and exposure and has been 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 ToughRock 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 ToughRock in accordance with GP's storage, handling and installation instructions (available at [www.gpgypsum.com](http://www.gpgypsum.com)), 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 cladding, coating, finishes, coverings or other materials applied or attached to ToughRock;
- (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; contact with or exposure to abnormal levels of moisture; or any other cause beyond GP's control;
- (e) Mold, mildew, fungi, bacteria or other similar conditions;
- (f) Use of ToughRock 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.

ToughRock 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 ToughRock. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to ToughRock before GP inspects it. If GP's inspection confirms that the ToughRock does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming ToughRock or refund the original uninstalled purchase price for the non-conforming ToughRock or, where the product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming ToughRock up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming ToughRock. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to ToughRock 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 TOUGHROCK. 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 states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation or exclusion may not apply to you.

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4. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of ToughRock 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 ToughRock manufactured on or after January 1, 2021 and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to ToughRock manufactured during such period. GP reserves the right to discontinue and/or modify this Limited Warranty at any time without notice; provided, any discontinuation or modification shall not apply to ToughRock purchased prior to such time.
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 state to state.

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