

CertainTeed

LIMITED WARRANTY

MARCO[®]

Drywall Joint Tape

WHO AND WHAT ARE COVERED AND FOR HOW LONG?

CertainTeed Gypsum, Inc. (“CertainTeed”) warrants to the Original Owner that its Marco[®] tape products (“Tape Products”) will be free from manufacturing defects for one (1) year from the date of purchase if installed in accordance with CertainTeed’s applicable installation guide. Should CertainTeed determine that a Tape Product contains a manufacturing defect, CertainTeed, at its sole discretion, will provide replacement Tape Product or refund the original purchase price of the defective product.

TRANSFERABILITY

The coverage under this limited warranty is not transferable or assignable.

WHAT THE ORIGINAL OWNER MUST DO

To obtain performance under this limited warranty, the Original Owner (original purchaser at retail) must notify CertainTeed within thirty (30) days of discovery of a claimed manufacturing defect, but such notice must be within one (1) year from the original date of purchase. The Original Owner must submit with such notice, proof of date of purchase and installation in order to provide CertainTeed an opportunity to investigate the claim and examine the Tape Product claimed to be defective. Notification must be provided to:

**CertainTeed Gypsum, Inc.,
20 Moores Road,
Malvern, Pennsylvania 19355
Attention: Tape Products.**

CertainTeed will review the claimed defect and may request samples or access to the property where the Tape Products are installed.

LIMITATIONS

This limited warranty does not provide protection against, and CertainTeed will have no liability for, any failure, defect or damage of the Tape Products caused by events beyond its control, including but not limited to:

- Installation and finishing practices not in accordance with CertainTeed’s published installation instructions.
- Failure of or defects in materials to which the Tape Products are attached or which are attached to it. This includes any damage to the Tape Products resulting from the installation, repair or removal of any materials installed over, adjacent to, or attached to the Tape Products.
- Failure of the owner to maintain the residence or building with reasonable care and to protect the Tape Products from being subjected to more than normal use and exposure within the building.
- Claims related to mold, mildew, algae, fungus, bacteria or other conditions involving organic growth.

- Failure to install the Tape Products within one (1) year from its date of shipment.
- Any acts, omissions, or negligence of the Original Owner or any third party.
- Damage due to improper building or system design.
- Damage or abuse caused by improper transport, handling, or storage not in accordance with standard building practices and applicable building codes.
- Damage from immersion in water or sustained pooling or cascading of water; hurricanes, floods, fires, vandalism, hailstorms, earthquakes, high winds, tornadoes, falling objects, settling of the building, movement of the framing members, failure or distortion in the walls or foundation of the structure; or other acts of God or nature.
- Damage caused by animals or insects.
- Any other cause not a result of a manufacturing defect in the Tape Products.

CertainTeed reserves the right to discontinue or modify any of its products and shall not be liable as a result of such discontinuance or modification, nor shall CertainTeed be liable in the event replacement material varies in comparison to the original product. If CertainTeed replaces any material under this

warranty, it may substitute products designated by CertainTeed to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

EXCLUSIVE WARRANTY AND LIMITATION OF REMEDIES

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME

FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO REPAIRING OR REPLACING THE DEFECTIVE PRODUCT AS SET FORTH IN THIS LIMITED WARRANTY. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN NO EVENT

SHALL CERTAINTEED'S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THE PRODUCT COVERED UNDER THIS WARRANTY EXCEED THE ORIGINAL PURCHASE PRICE OF THE PRODUCT AND THE LABOR COSTS RELATING TO THE ORIGINAL INSTALLATION OF SUCH PRODUCT.

Except by an officer of CertainTeed, this limited warranty may not be modified, altered or expanded by anyone, including product distributors, dealers, sellers, installers and/or CertainTeed field representatives.

This limited warranty gives you specific legal rights, and you may also have other rights which vary from state to state or province to province.

All payments made by CertainTeed pursuant to this limited warranty are in U.S. dollars.