



**FireDefender**<sup>®</sup>  
DOOR COMPONENTS

# Limited Warranty

Georgia-Pacific Gypsum LLC ("GP") provides the following limited warranty with respect to FireDefender<sup>®</sup> brand fire door components (each, "FireDefender") manufactured between January 1, 2017 and December 31, 2017 (the "Effective Period") and installed in the United States. For a current list of FireDefender fire door components 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 FIREDEFENDER IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.**

**Limited Warranty.** GP warrants to each Qualified Purchaser of FireDefender for installation in a fire door assembly that FireDefender used in such fire door assembly 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 FireDefender manufactured during the Effective Period who installs such FireDefender in a fire door assembly; or (ii) a person who owns a structure with a fire door assembly that includes FireDefender manufactured during the Effective Period and is the first owner of that structure after the installation of the fire door assembly that includes FireDefender. 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 FIREDEFENDER. 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 FireDefender has been subjected to normal use conditions 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 FireDefender resulting in whole or in part from the following conditions is NOT GP's responsibility and is NOT covered by the foregoing warranties:

- Failure to store, handle or install FireDefender 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;
- Improper design, application or installation of any portion or component of the fire door assembly, or failure, distortion or structural movement of any portion or component of the fire door assembly;
- Suitability or performance of (i) any adhesives, cladding, coating, finishes, coverings or other materials applied or attached to FireDefender or (ii) FireDefender for any particular assembly, application or other use;
- 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;
- Mold, mildew, fungi, bacteria or other similar conditions;
- Use of FireDefender other than for its intended use as described at [www.gpgypsum.com](http://www.gpgypsum.com); or
- A third-party's actions, omissions or negligence.

FireDefender 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 Georgia-Pacific 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 FireDefender. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to FireDefender before GP inspects it. If GP's inspection confirms that the FireDefender does not conform with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming FireDefender or refund the original uninstalled purchase price for the non-conforming FireDefender. These remedies are GP's sole and exclusive obligation and liability for any breach of warranty relating to FireDefender 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 FIREDEFENDER. 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.

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

(continued on reverse)



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(continued from front)

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

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