Limited Warranty

Georgia-Pacific Canada LP (“GP”) provides the following limited warranty with respect to DensGlass® Sheathing panels (each, “DensGlass Sheathing”) manufactured between January 1, 2020 and December 31, 2020 (the “Effective Period”) and installed in Canada. For a current list of DensGlass Sheathing products covered by this warranty, see our website (www.gpgypsum.com). PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSGLASS SHEATHING IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.

Limited Warranty. GP warrants to each Qualified Purchaser of DensGlass Sheathing for a structure that DensGlass Sheathing installed or to be installed in such structure:

1. The foregoing warranties apply only when DensGlass Sheathing has been subjected to normal weather and use conditions terms and conditions set forth below.

The foregoing warranties are conditioned on and subject to the additional Terms and Conditions Applicable to Warranties.

Legal Duration for Such Implied Warranty or Condition Under Applicable Law. OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF SALE OR THE MINIMUM PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY OR CONDITION, THE DURATION OF SUCH IMPLIED WARRANTY CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES, REPRESENTATIONS OR DISCLAIMS ALL OTHER WARRANTIES, REPRESENTATIONS AND CONDITIONS, EXPRESS OR IMPLIED AND WHETHER THE FOREGOING WARRANTY IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSGLASS SHEATHING. GP

Sheathing or refund the original uninstalled purchase price for the non-conforming DensGlass Sheathing or, where the conformance with the warranty set forth herein, then GP will, at its sole option, either replace the non-conforming DensGlass Sheathing before GP inspects it. If GP's inspection confirms that the DensGlass Sheathing does not

DensGlass Sheathing. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensGlass Sheathing before GP inspects it. If GP’s inspection confirms that the DensGlass Sheathing does not

by sales receipts and other supporting documents. GP shall have an additional twenty (20) days thereafter to inspect the DensGlass Sheathing. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensGlass Sheathing before GP inspects it. If GP’s inspection confirms that the DensGlass Sheathing does not

DensGlass Sheathing has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

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 DensGlass Sheathing. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to DensGlass Sheathing before GP inspects it. If GP’s inspection confirms that the DensGlass Sheathing does not

(continued on reverse)
Limited Warranty

(continued from front)

non-conforming DensGlass Sheathing up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming DensGlass Sheathing. These remedies are GP’s sole and exclusive obligation and liability for any breach of warranty relating to DensGlass Sheathing 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 DENSGLASS SHEATHING. 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 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 DensGlass Sheathing 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 DensGlass Sheathing manufactured during the Effective Period and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensGlass Sheathing 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.