GP Gypsum LLC ("GP") provides the following limited warranty with respect to both (a) DensElement® Sheathing and (b) DensElement Sheathing installed with DensDefy™ Accessories and/or GP approved tape or liquid flashing for the treatment of the joints, fasteners, openings, transitions and penetrations as part of the original building envelope of a commercial or residential property, all as specifically identified and described in GP's current published literature at www.gpgypsum.com (collectively, the "DensElement® Barrier System"). The limited warranty set forth herein applies to any DensElement Sheathing or any DensElement Barrier System sold by GP and purchased on or after January 1, 2020 (the "Effective Date") for installation in a country other than the United States of America, its territories and Canada. PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS WARRANTY AND YOUR PURCHASE OF DENSELEMENT SHEATHING AND THE DENSELEMENT BARRIER SYSTEM IS SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.

LIMITED WARRANTY. GP warrants to each Qualified Purchaser (as defined below) that:

1. Defects: the DensElement Sheathing or DensElement Barrier System installed or to be installed in such structure was, at the time of shipment from the manufacturer, free from manufacturing defects that make it unsuitable for use as a sheathing or water-resistive and air-barrier (WRB-AB) system, respectively (as described at www.gpgypsum.com), which limited warranty shall have a duration of five (5) years from the date of purchase of the product or, when the DensElement Sheathing is used as a substrate in architecturally specified EIFS, twelve (12) years from the date of purchase of the product for installation; and

2. Exposure: the DensElement Sheathing or the DensElement Barrier System, when properly installed in a structure, will not deteriorate or delaminate as a result of normal use conditions or as a result of exposure to normal weather conditions for a period of twelve (12) months commencing on the date of installation of the DensElement Barrier System in such structure.

A "Qualified Purchaser" is: (i) any purchaser of DensElement Sheathing or GP approved tape or liquid flashing for any DensElement Barrier System on or after the Effective Date for installation in a country other than the United States of America, its territories and Canada; (ii) any person who installs DensElement Sheathing or the DensElement Barrier System purchased on or after the Effective Date in a structure in a country other than the United States of America, its territories and Canada; or (iii) any person who owns a structure in a country other than the United States of America, its territories or Canada that includes DensElement Sheathing or the DensElement Barrier System purchased on or after the Effective Date.

THE FOREGOING IS THE SOLE WARRANTY GIVEN BY GP WITH RESPECT TO DENSELEMENT SHEATHING AND THE DENSELEMENT BARRIER SYSTEM FOR INSTALLATION IN THE COUNTRIES INDICATED AND IS IN LIEU OF, AND GP EXPRESSLY DISCLAIMS, ALL OTHER REPRESENTATIONS, WARRANTIES, GUARANTEES AND CONDITIONS, 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 REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION, THE DURATION OF SUCH IMPLIED REPRESENTATION, WARRANTY, GUARANTEE OR CONDITION SHALL BE LIMITED TO THE GREATER OF NINETY (90) DAYS FROM THE DATE OF PURCHASE OR THE MINIMUM LEGAL DURATION 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. Exclusions. The foregoing warranties apply only when DensElement Sheathing and the DensElement Barrier System have been subjected to normal weather and use conditions and have been accorded treatment which is considered good practice in the building industry regarding storage, handling, joint and opening treatment, and maintenance of such products. In addition to this limitation, any damage to DensElement Sheathing or the DensElement Barrier System 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 DensElement Sheathing or the DensElement Barrier System in accordance with GP’s storage, handling and installation instructions (available at www.gpgypsum.com), applicable building practices and all applicable building codes;
   (b) Improper design or installation of any portion or component of the supportive 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, including failure to establish adequate drainage, of any cladding, coating, finishes, coverings or materials (other than the GP approved tape or liquid flashing for the treatment of the joints, fasteners, openings, transitions and penetrations of the DensElement Barrier System) applied or attached to DensElement Sheathing or the DensElement Barrier System;
   (d) Causes other than normal weather and use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; sustained cascading or pooling of water, or immersion in water; or any other cause beyond GP's control;
   (e) Mold, mildew, fungi, bacteria or other similar conditions;
   (f) Failure to purchase and install DensElement Sheathing or any other components of the DensElement Barrier System within twelve (12) months from its date of manufacture;
   (g) Use of DensElement Sheathing or the DensElement Barrier System other than for its intended use as described at www.gpgypsum.com; or
   (h) A third-party’s actions, omissions or negligence.

DensElement Sheathing and the DensElement Barrier System have natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. Remedies. Before GP will honor any claim, you must give GP written notice of the claim no later than ten (10) days after discovery of any alleged problem with the affected product. Written notice shall be directed to GP Gypsum LLC, 133 Peachtree Street N.E., Atlanta, GA 30303, USA, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents to evaluate such claim. If GP confirms that

5. Non-Transferable. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of the covered products or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.

6. Governing Law. This limited warranty, its validity and interpretation and any Dispute arising from or relating to this limited warranty shall be governed by the laws of the State of Georgia without regard to conflict of law principles. The United Nations Convention on Contracts for the International Sale of Goods is excluded in its entirety from application to this limited warranty.

7. Miscellaneous. This Limited Warranty supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to DensElement Sheathing or the DensElement Barrier System sold for installation the countries indicated. If any provision of the Limited Warranty is determined to be unenforceable for any reason, then the unenforceable provision shall be struck, and the other provisions shall remain in full force and effect. GP reserves the right to discontinue and/or modify this Limited Warranty at any time without notice, provided, any modifications shall not apply to any covered products for which this Limited Warranty is already in effect.