

# PABCO GLASS™ Shaftliner Limited Warranty

THE WARRANTIES SET FORTH HEREIN ARE YOUR EXCLUSIVE WARRANTIES WITH RESPECT TO PABCO GLASS™ SHAFTLINER, AND THESE WARRANTIES AND YOUR PURCHASE OF PABCO GLASS™ SHAFTLINER ARE SUBJECT TO THE TERMS, CONDITIONS, LIMITATIONS AND EXCLUSIONS SET FORTH BELOW.

## PABCO GLASS™ SHAFTLINER Limited Warranty (the "Warranty"):

PABCO® Building Products, LLC, doing business as PABCO® Gypsum ("PABCO"), provides the following limited warranty with respect to PABCO GLASS™ SHAFTLINER (the "Product") sold by PABCO® on or after April 1, 2015 (the "Effective Date") and installed in the United States of America.

**1. Five Year Limited Warranty Against Defects:** PABCO® warrants to each Qualified Purchaser (as such term is defined below) of the Product for a structure, that the Product installed or to be installed in such structure was, on the date the Product was shipped from its manufacturing plant, free from defects in materials and manufacture that make it unsuitable for its intended use (as such use is described at [www.pabco gypsum.com](http://www.pabco gypsum.com)>submittals>PABCO GLASS™ SHAFTLINER, and that it meets or exceeds the manufacturing requirements and specifications of ASTM C1177 (the "Product Defect Limited Warranty"). Claims made under this Product Defect Limited Warranty must be made by Qualified Purchaser prior to the date that is five (5) years from the date of shipment of the Product from the manufacturing plant.

**2. Twelve Month Limited Warranty Against Exposure:** PABCO® further warrants to each Qualified Purchaser (as such term is defined below) of the Product for a structure, that the Product installed or to be installed in such structure will withstand normal weather conditions- (as hereinafter defined) such as UV, rain, wind, ice and snow for a period of twelve (12) months from date of installation, provided that the Product is stored and installed according to PABCO® Specifications (as such specifications are set forth at [www.pabco gypsum.com](http://www.pabco gypsum.com)>to GA-253) (the "Exposure Limited Warranty"). "Normal weather conditions" shall mean climatic normal weather with usual high and low temperatures, with occasional moderate rain and wind. Abnormal weather shall mean severe wind, hail, and/or rain, cascading rain, earthquakes, tornados, hurricanes, floods, similar or like conditions. Claims made under this Exposure Limited Warranty must be made by Qualified Purchaser prior to the date that is twelve (12) months from the date of installation of the Product in such structure.

**3. Qualified Purchaser Definition:** As used in this Warranty, the term "Qualified Purchaser" shall mean: (i) an original purchaser of the Product who installs such Product in a structure in the United States of America; or (ii) the owner of a structure where the Product has been installed in the United States of America and who was the owner of the structure when installation of the Product was completed.

**4. Warranty Void For Failure to Notify of Visible Defects:** NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY: (1) IT IS THE RESPONSIBILITY OF THE APPLICATOR OR INSTALLER TO NOTIFY PABCO® IN WRITING WITHIN TWENTY FOUR (24) HOURS OF DISCOVERY OF ANY VISIBLY DEFECTIVE PRODUCT PRIOR TO SUCH VISIBLY DEFECTIVE PRODUCT BEING APPLIED OR INSTALLED, AND (2) THE FAILURE TO PROVIDE SUCH NOTICE OR THE APPLICATION OR INSTALLATION OF PRODUCT AFTER DISCOVERY OF A VISIBLE DEFECT SHALL VOID ALL WARRANTIES SET FORTH HEREIN AND SHALL ABSOLVE PABCO® OF ALL RESPONSIBILITIES HEREUNDER.

**5. Exclusive Warranty:** THE FOREGOING LIMITED WARRANTIES ARE THE EXCLUSIVE WARRANTIES PROVIDED BY PABCO® WITH RESPECT TO THE PRODUCT. PABCO® HEREBY DISCLAIMS ALL OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND FURTHER DISCLAIMS ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE. WHERE APPLICABLE LAWS, RULES OR REGULATIONS DO NOT PERMIT THE DISCLAIMER OF IMPLIED WARRANTIES, THE DURATION OF SUCH IMPLIED WARRANTIES 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 THE APPLICABLE LAW, RULE OR REGULATION.

**6. Terms and Conditions of Limited Warranties:** The Product Defect Limited Warranty and the Exposure Limited Warranty set forth above are subject to and conditioned upon the following terms and conditions:

**a. Treatment of Product; Exclusions from Coverage.** The Product Defect Limited Warranty and the Exposure Limited Warranty shall apply only when the Product has been subjected to normal use and exposure and has been accorded treatment in a manner consistent with good practice in the building industry with respect to transportation, handling, finishing, storage and maintenance of the Product. Notwithstanding anything contained herein to the contrary, PABCO® shall not, under any circumstances, be responsible or liable for claims or losses associated with or arising, in whole or in part, from the following conditions:

- The failure to store, handle or install the Product in accordance with PABCO®'s storage, handling and installation instructions (see [www.pabco gypsum.com](http://www.pabco gypsum.com)), standard building practice and all applicable building codes and regulations;
- The improper design, application, installation or construction of any portion or component of the structure, or the failure or distortion of the walls, foundation or any other portion or component of the structure, including the settling or sinking of the building or the movement or shifting of framing components;
- Defects or damage caused by moisture intrusion or insects, fungi, bacteria, mildew, mold or other similar conditions;
- The failure of the owner of the structure where the Product is installed to maintain the building with reasonable care.
- Conditions or causes beyond PABCO's reasonable control, including but not limited to floods, fires, hailstorms, tornadoes, earthquakes, high winds, hurricanes or other acts of God or nature, sustained cascading or pooling of water, immersion in water, exposure to abnormal moisture levels, misuse, abuse, vandalism, or impact with objects;
- The failure to purchase and install the Product within twelve (12) months from the date of its manufacture;
- The use of the Product other than for its intended use, which use is described at [www.pabco gypsum.com](http://www.pabco gypsum.com).
- Any actions, omissions or negligence of any third-party, or the negligence of the Qualified Purchaser or the Qualified Purchaser's employees, contractors or agents.

**b. Notice of Warranty Claims; Exclusive Remedy.** All claims made by a Qualified Purchaser under the Product Defect Limited Warranty or the Exposure Limited Warranty must be made in writing and received by PABCO® within thirty (30) days after discovery of any alleged problem or defect with the Product. Written notice shall be sent to PABCO® Gypsum, Attn: Emil Kopilovich, PO Box 364329, North Las Vegas, NV 89036. All claims must be accompanied by sales receipts and other supporting documents. PABCO® shall have sixty (60) days following the receipt of such notice to inspect the Product. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to Product before PABCO® inspects it. If PABCO®'s inspection confirms that the Product does not conform with the Product Defect Limited Warranty or the Exposure Limited Warranty, then PABCO® will, at its sole option, either replace the non-conforming Product or refund the original un-installed purchase price for the non-conforming Product. Alternatively, in situations in which the non-conforming product has already been installed, PABCO® shall reimburse the Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming Product up to a maximum amount equal

to two (2) times the original un-installed purchase price of the non-conforming Product. THESE REMEDIES ARE PABCO®'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY FOR ANY BREACH OF WARRANTY RELATING TO PRODUCT AND ARE ALSO THE QUALIFIED PURCHASER'S SOLE AND EXCLUSIVE REMEDIES FOR ANY SUCH BREACH.

**c. Limitation on Damages.** IN NO EVENT SHALL PABCO® BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND 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 THE PRODUCT. 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.

**d. Entire Warranty.** This Warranty sets forth the entire warranty between PABCO® and the Qualified Purchaser with respect to the Product sold by PABCO® after the Effective Date and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to the Product sold by PABCO® after the Effective Date.

**e. Non-Transferability.** This Warranty is non-transferable and does not apply to any subsequent purchaser of the Product or to any subsequent owners of a structure containing the Product. This Warranty is not for the benefit of any third party.

**f. Severability.** The provisions of this Warranty are severable. If any provision of this 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 Warranty shall remain in full force and effect.

**g. Commencement of Action.** Any action or suit relating to the Product or arising from this Warranty must be commenced within one (1) year after the cause of action accrues or it will be waived.

**Trademarks:** The following trademarks used herein are owned by Pacific Coast Building Products and licensed to PABCO® Gypsum: PABCO®, PABCORE®, FLAME CURB®, WATER CURB®, MOLD CURB®, Quality to the Core®, ABUSE CURB®, PABCO LIGHTCORE™, PABCO GLASS™.

**Note:** Products described herein may not be available in all geographic markets. Consult your PABCO® Gypsum sales representative for information.