

LIMITED WARRANTY

Gypsum Products

LIMITED WARRANTY:

PABCO® Building Products, LLC, warrants that on the date the gypsum board is shipped from its manufacturing plant the gypsum board is free from defects in materials and manufacture. **NOTWITHSTANDING THE FOREGOING, IT IS THE RESPONSIBILITY OF THE GYPSUM BOARD APPLICATOR TO NOTIFY PABCO® BUILDING PRODUCTS, LLC, IN WRITING WITHIN TWENTY FOUR (24) HOURS OF DISCOVERY OF ANY VISIBLY DEFECTIVE GYPSUM BOARD PRIOR TO SUCH VISIBLY DEFECTIVE GYPSUM BOARD BEING APPLIED; FAILURE TO DO SO MAY FURTHER LIMIT OR VOID THE RESPONSIBILITIES OF PABCO® BUILDING PRODUCTS, LLC, UNDER THIS WARRANTY.** This warranty will remain in place for one year from the date of shipment from the manufacturing plant. **THIS EXPRESS WARRANTY IS THE EXCLUSIVE WARRANTY PROVIDED BY PABCO® BUILDING PRODUCTS, LLC, AND SUPERSEDES ANY PRIOR, CONTRARY OR ADDITIONAL REPRESENTATIONS, WHETHER ORAL OR WRITTEN. PABCO® BUILDING PRODUCTS, LLC, HEREBY DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES – WHETHER EXPRESS, IMPLIED, OR STATUTORY – INCLUDING ANY WARRANTY OF MERCHANTABILITY, ANY WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.**

If the gypsum board fails to conform to the foregoing warranty in Paragraph 1 and such nonconformity is not due to misuse or improper maintenance or storage, Buyer shall notify PABCO® Building Products, LLC, in writing, and within 60 days of discovery, PABCO® Building Products, LLC, shall provide, at its sole and absolute discretion, one of the following: (i) repair or replacement of any nonconforming or defective gypsum wallboard; or (ii) credit or full refund of the purchase price. THIS REMEDY SHALL BE THE EXCLUSIVE AND SOLE REMEDY OF BUYER FOR ANY BREACH OF WARRANTY.

IN NO EVENT SHALL PABCO® BUILDING PRODUCTS, LLC, BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OR FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT OR FROM NEGLIGENCE OR OTHER TORT. This exclusion applies regardless of whether such damages are sought for breach of warranty, breach of contract, negligence, or strict liability in tort or under any other legal theory.

TRADEMARKS:

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PRODUCT AVAILABILITY:

Products described herein may not be available in all geographic markets. Special lengths may be available on a special order basis. Consult your PABCO® Gypsum sales representative for information.

CURRENT UPDATED INFORMATION:

Additional and updated information is available on our websites: www.PABCOgypsum.com and www.QuietRock.com. The information in this publication may change without notice.



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