

THE WARRANTIES CONTAINED HEREIN ARE YOUR EXCLUSIVE WARRANTIES WITH RESPECT TO THE GREENGLASS, AND SUCH WARRANTIES ARE SUBJECT TO THE TERMS, CONDITIONS, EXCLUSIONS, AND LIMITATIONS STATED IN THIS DOCUMENT.

TIN Inc., doing business as Temple-Inland® (“Temple-Inland”), provides the following limited warranty on GreenGlass® Fiberglass-Faced Gypsum Sheathing products (“GreenGlass”) sold by Temple-Inland on or after January 1, 2011 and installed in the United States of America (“U.S.”).

PRODUCT DEFECT LIMITED WARRANTY:

Temple-Inland warrants to Warrantee that the GreenGlass previously installed or to be installed in a structure was, at the time of manufacture, manufactured to be free from defects in workmanship that make the GreenGlass unsuitable for its intended use (as described at www.templeinland.com). Claims made under this Product Defect Limited Warranty must be made by Warrantee prior to the date that is five (5) years after the date of manufacture of the GreenGlass that is the subject of the underlying Limited Warranty claim. However, if the GreenGlass is used as a substrate in an architecturally specified EIFS and all EIFS manufacturer’s instructions have been properly adhered to during installation and otherwise, then Claims made under this Product Defect Limited Warranty must be made by Warrantee prior to the date that is twelve (12) years after the date of manufacture of the GreenGlass that is the subject of the underlying Limited Warranty claim.

PRODUCT EXPOSURE LIMITED WARRANTY:

Temple-Inland warrants to Warrantee that the GreenGlass previously installed or to be installed in a structure will not deteriorate or delaminate as a result of exposure to (a) normal use conditions, (b) normal weather conditions, or (c) excessive humidity. Claims made under this Product Exposure Limited Warranty must be made by Warrantee prior to the date that is twelve (12) months after the date of manufacture of the GreenGlass that is the subject of the underlying Limited Warranty claim.

For purposes of the Product Defect Limited Warranty and the Product Exposure Limited Warranty, Warrantee is defined as: (i) the original purchaser of the GreenGlass who installs the GreenGlass in a structure; or (ii) the owner of a structure where GreenGlass has been installed who was the owner of the structure at the time when installation of the GreenGlass was completed.

THE FOREGOING LIMITED WARRANTIES ARE THE SOLE AND EXCLUSIVE WARRANTIES PROVIDED BY TEMPLE-INLAND TO WARRANTEE. ALL OTHER WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE, ARE DISCLAIMED. ALL WARRANTIES ARISING OUT OF THE COURSE OF DEALING BETWEEN TEMPLE-INLAND AND WARRANTEE OR THE USAGE OF TRADE ARE HEREBY DISCLAIMED. IN ANY INSTANCES 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 (a) THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY UNDER THE APPLICABLE LAWS, RULES, OR REGULATIONS, OR (b) NINETY (90) DAYS.

TERMS AND CONDITIONS OF PRODUCT LIMITED WARRANTIES:

The Product Defect Limited Warranty and the Product Exposure Limited Warranty stated above and offered by Temple-Inland to Warrantee on GreenGlass shall be subject to and conditioned on the following terms and conditions:

1. UNDER NO CIRCUMSTANCES SHALL TEMPLE-INLAND BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO, LOSS OF USE OF THE GREENGLASS, LOST PROFITS, COST OF SUBSTITUTE PRODUCTS, DAMAGE TO PROPERTY, OR LABOR COSTS ARISING OUT OF THE PURCHASE OR USE OF THE GREENGLASS. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIMS ASSERTED AGAINST TEMPLE-INLAND ARISING OUT OF THE PURCHASE OR USE OF THE GREENGLASS, WHETHER ASSERTED AS A BREACH OF WARRANTY, BREACH OF CONTRACT, NEGLIGENCE, PRODUCT LIABILITY, STRICT LIABILITY, OR UNDER ANY OTHER LEGAL OR EQUITABLE THEORY.
2. The Product Defect Limited Warranty and the Product Exposure Limited Warranty stated above shall only be applicable in circumstances where the GreenGlass has been subjected to normal use and exposure and has been accorded treatment in a manner consistent with good practice(s) in the building industry regarding the GreenGlass’s transportation, installation, handling, finishing, storage, and maintenance. Temple-Inland shall not, under any circumstances, be responsible or liable for claims or losses associated with or arising, wholly or partially, out of:
 - a. Failure to transport, install, handle, finish, store, and maintain the GreenGlass in accordance with building industry standard practices, any applicable building codes, and any applicable Temple-Inland storage, handling, or installation instructions;

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TERMS AND CONDITIONS OF PRODUCT LIMITED WARRANTIES: (continued)

- b. Unsuitability of or damage/destruction caused by any finishes, coatings, cladding, coverings, and/or other materials applied or attached to the GreenGlass in any manner;
 - c. Improper design, application, installation, or construction of any portion or component of the structure, or the complete or partial failure, distortion, or structural movement of the walls, foundation, or any other portion or component of the structure, including, but not limited to, the settling or sinking of the building and shifting or movement of the framing components;
 - d. Any damage to the GreenGlass resulting from the installation, repair or removal of any materials applied or attached to the GreenGlass, except to the extent that repair or removal of such materials is a direct result of a failure of the GreenGlass to comply with this Limited Warranty;
 - e. Conditions or causes beyond Temple-Inland's reasonable control, including, but not limited to, high velocity winds, earthquakes, floods, fires, tornados, hurricanes, hailstorms, 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;
 - f. Mold, mildew, fungi, insects, bacteria, and other similar conditions;
 - g. Use of GreenGlass in any manner other than for its intended purpose or use as described at www.templeinland.com; or
 - h. Any acts, omissions, or negligence of Warrantee or any third party.
 - i. Failure to purchase and install the GreenGlass within the twelve (12) month period following the date of manufacture of the GreenGlass.
3. All claims made by Warrantee under the Product Defect Limited Warranty or the Product Exposure Limited Warranty must be made in writing and received by Temple-Inland within thirty (30) days after discovery of the alleged problem or defect in the GreenGlass. Written notice of such claims shall be sent via certified mail, return receipt requested, or via overnight courier with delivery confirmation to Temple-Inland, Attn: Vice President—Gypsum, 303 South Temple Drive, Diboll, Texas 75941. Upon request by Temple-Inland, Warrantee shall provide copies of sales invoices and other supporting documentation reasonably requested by Temple-Inland for the GreenGlass that is the subject of Warrantee's claims. Following Temple-Inland's receipt of the warranty claim notification and the documentation supporting the warranty claim, Temple-Inland shall have thirty (30) days to inspect the GreenGlass. Warrantee shall provide Temple-Inland reasonable access to the GreenGlass for inspection purposes. Warrantee shall not make or have made any alterations or repairs to the GreenGlass prior to such inspection by Temple-Inland. If Temple-Inland determines, in its sole discretion, that the GreenGlass fails to conform to the above-described limited warranties, then Temple-Inland will, at Temple-Inland's sole option, either replace the non-conforming GreenGlass or refund to Warrantee the original uninstalled purchase price of the non-conforming GreenGlass. Alternatively, in situations where the non-conforming GreenGlass has already been installed, Temple-Inland shall reimburse Warrantee for the reasonable cost of repair or replacement of the non-conforming GreenGlass, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming GreenGlass. THE REMEDIES STATED HEREIN ARE TEMPLE-INLAND'S SOLE AND EXCLUSIVE OBLIGATION AND LIABILITY FOR ANY BREACH OF THE ABOVE-DESCRIBED LIMITED WARRANTIES.
4. The limited warranties stated above supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, related to GreenGlass sold by Temple-Inland on or after January 1, 2011 and installed in the United States of America.
5. The limited warranties stated above are and shall be non-transferable by Warrantee. Furthermore, such limited warranties shall not apply to any subsequent purchasers of GreenGlass or to any subsequent owners of a structure containing GreenGlass. The above-stated limited warranties shall not be for the benefit of any third parties.
6. The provisions contained in this document are severable. If any provision contained herein is determined by a court of law to be unenforceable for any reason, then the unenforceable provision shall be stricken, and the other provisions of this document shall remain in full force and effect.
7. Any action or suit relating to the GreenGlass or arising from the limited warranties stated above must be commenced within one (1) year after the cause of action accrues or it will be waived.



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