

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 AS STATED IN THIS DOCUMENT.

TIN Inc., doing business as Temple-Inland® (“Temple-Inland”), provides the following limited warranty on GreenGlass® Fiberglass-Faced Tile Backer gypsum board products (“GreenGlass”) sold by Temple-Inland on or after January 1, 2010 and installed in a Residential Structure (defined below) in the United States of America (“U.S.”)

**LIMITED WARRANTY:**

Temple-Inland warrants to Warrantee that the GreenGlass previously installed or to be installed in a Residential Structure (defined below):

- (a) 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](http://www.templeinland.com)), and
- (b) will not deteriorate, delaminate or undermine the integrity of the tile installation for which it is used as a substrate as a result of normal use conditions, including the presence of moisture.

As used herein, a Residential Structure shall be defined as a single-family residence or other building that serves as the permanent residence for less than five family units. For purposes of this Limited Warranty, Warrantee is defined as: (I) the original purchaser of the GreenGlass who installs the GreenGlass in a Residential Structure; or (II) a natural person who:

- (i) owns and resides in the Residential Structure where GreenGlass has been installed, and
- (ii) was the owner of the Residential Structure at the time when installation of the GreenGlass was completed.

All claims made under this Limited Warranty must be made by Warrantee within the lifetime of the natural-person Warrantee described in (II) above.

THE FOREGOING LIMITED WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY 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.

**LIMITED WARRANTY TERMS AND CONDITIONS:**

The 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 Limited Warranty stated above shall only be applicable in circumstances where the GreenGlass has been subjected to normal use and exposure within the Residential Structure 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 standards/publications of the Tile Council of North America, Inc., building industry standard practices, and any applicable building codes;
  - b. Unsuitability of or damage/destruction caused by any tile, grout, finishes, coatings, cladding, coverings, and/or other materials in the floor assembly or applied or attached to the GreenGlass in any manner;

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 AS STATED IN THIS DOCUMENT.

**LIMITED WARRANTY TERMS AND CONDITIONS:** (continued)

- c. Improper design or construction of any portion or component of the Residential Structure (including, but not limited to, the floor, subfloor, or foundation), or the complete or partial failure of the walls, foundation, or any other portion or component of the Residential Structure, including, but not limited to, the settling, sinking, movement, or shifting of the building, framing components, floor, subfloor, or foundation;
  - d. 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;
  - e. Mold, mildew, fungi, insects, bacteria, and other similar conditions;
  - f. Use of GreenGlass in any manner other than for its intended purpose or use as described at [www.templeinland.com](http://www.templeinland.com);
  - g. 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;
  - h. Any deficiencies in the subfloor/floor joist assembly including, but not limited to, floor deflections greater than L/360 for ceramic tile or L/720 for natural stone, high moisture in the subfloor (greater than 12%), uneven or irregular subfloor surface (particularly at the joints), or voids in the subfloor;
  - i. Use of GreenGlass over concrete floors;
  - j. Any acts, omissions, or negligence of Warrantee or any third party; or
  - k. Commercial construction applications of the GreenGlass.
3. All claims made by Warrantee under this 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 with reasonable access to the GreenGlass and/or the Residential Structure for inspection purposes. Warrantee shall not make or have made any alterations or repairs to the GreenGlass prior to such inspection by Temple-Inland. For warranty claims made during the five (5) year period commencing with the original date of purchase of the GreenGlass from Temple-Inland, if Temple-Inland determines, in its sole discretion, that the GreenGlass fails to conform to the above-described Limited Warranty, then Temple-Inland will reimburse the reasonable cost of repair or replacement of the non-conforming GreenGlass and the affected portion of the tile assembly, up to a maximum amount equal to the original installation cost of the affected portion of the tile assembly. For warranty claims made after the initial five (5) year period (measured from the original date of purchase of the GreenGlass from Temple-Inland), if Temple-Inland determines, in its sole discretion, that the GreenGlass fails to conform to the above-described Limited Warranty, then Temple-Inland will reimburse the reasonable cost of repair or replacement of the non-conforming GreenGlass and the affected portion of the tile assembly, 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 WARRANTY.**
4. The Limited Warranty 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, 2010 and installed in the United States of America.
5. The Limited Warranty stated above is and shall be non-transferable by Warrantee. Furthermore, such Limited Warranty shall not apply to any subsequent purchasers of GreenGlass or to any subsequent owners of a Residential Structure containing GreenGlass. The above-stated Limited Warranty 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 Warranty stated above must be commenced within one (1) year after the cause of action accrues or it will be waived.

