

THE WARRANTIES CONTAINED HEREIN ARE YOUR EXCLUSIVE WARRANTIES WITH RESPECT TO THE GYPSUM BOARD, 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 paper-faced gypsum board products (“Gypsum Board”) sold by Temple-Inland on or after July 1, 2008 and installed in the United States of America (“U.S.”).

**LIMITED WARRANTY:**

Temple-Inland warrants to Warrantee that the Gypsum Board previously installed or to be installed in a structure was, at the time of manufacture, manufactured:

- (a) to be free from defects in workmanship that make the Gypsum Board unsuitable for its intended use (as described at [www.templeinland.com](http://www.templeinland.com)), and
- (b) in accordance with applicable U.S. industry standards in effect for paper-faced gypsum board products.

For purposes of this Limited Warranty, Warrantee is defined as: (i) the original purchaser of the Gypsum Board who installs the Gypsum Board in a structure; or (ii) the owner of a structure where Gypsum Board has been installed who was the owner of the structure at the time when installation of the Gypsum Board was completed. All claims made under this Limited Warranty must be made by Warrantee prior to the date that is two (2) years after the date of manufacture of the Gypsum Board that is the subject of the underlying Limited Warranty claim.

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 Gypsum Board 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 GYPSUM BOARD, LOST PROFITS, COST OF SUBSTITUTE PRODUCTS, DAMAGE TO PROPERTY, OR LABOR COSTS ARISING OUT OF THE PURCHASE OR USE OF THE GYPSUM BOARD. THIS LIMITATION OF LIABILITY SHALL APPLY TO ANY CLAIMS ASSERTED AGAINST TEMPLE-INLAND ARISING OUT OF THE PURCHASE OR USE OF THE GYPSUM BOARD, 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 Gypsum Board 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 (including, but not limited to, Gypsum Association standards/publications) regarding the Gypsum Board’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 Gypsum Board in accordance with Gypsum Association standards/publications, building industry standard practices, and any applicable building codes;
  - b. Unsuitability of or damage/destruction caused by any finishes, coatings, cladding, coverings, and/or other materials applied or attached to the Gypsum Board in any manner;
  - c. Improper design or construction of any portion or component of the structure, or the complete or partial failure 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;

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

- 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 Gypsum Board in any manner other than for its intended purpose or use as described at [www.templeinland.com](http://www.templeinland.com); or
  - g. Any acts, omissions, or negligence of Warrantee or any third party.
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 Gypsum Board. 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 Gypsum Board 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 Gypsum Board. Warrantee shall provide Temple-Inland with reasonable access to the Gypsum Board for inspection purposes. Warrantee shall not make or have made any alterations or repairs to the Gypsum Board prior to such inspection by Temple-Inland. If Temple-Inland determines, in its sole discretion, that the Gypsum Board fails to conform to the above-described Limited Warranty, then Temple-Inland will, at Temple-Inland's sole option, either replace the non-conforming Gypsum Board or refund to Warrantee the original uninstalled purchase price of the non-conforming Gypsum Board. Alternatively, in situations where the non-conforming Gypsum Board has already been installed, Temple-Inland shall reimburse Warrantee for the reasonable cost of repair or replacement of the non-conforming Gypsum Board, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming Gypsum Board. **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 Gypsum Board sold by Temple-Inland on or after July 1, 2008 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 Gypsum Board or to any subsequent owners of a structure containing Gypsum Board. 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 Gypsum Board 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.



ISO 14021



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SCS-MC-01036

