

# GYPSORB ACOUSTIC PANELS

## WHAT IS COVERED?

GypSorb warrants that its panels shall be free from manufacturing defects to meet or exceed all of the criteria for ASTM C1658. In particular, GypSorb panels meet all of the performance parameters described in GypSorb Submittal Sheet. The specific claims in the Submittal Sheet are incorporated by reference in detailed warranty.

This warranty extends to dealers who sell GypSorb products, contractors who install GypSorb products and all owners of the building within the warranty period.

In addition, GypSorb further warrants to the contractor installing the panels that it will not delaminate or deteriorate for up to 12 months after purchase, with the exceptions of hurricanes, tropical storms, tornadoes, high winds, hailstorms, earthquakes, sandstorms, immersion in pooling or cascading water, inconsistent building environmental moisture and temperature conditions.

## HOW LONG DOES COVERAGE LAST?

The warranty against all manufacturing defects runs for a period of 3 years beginning on the date of purchase of the panels in the building. The contractor-specific warranty relating to installation of the panels runs for a period of 12 months from the time the panels is installed.

## WHAT IS NOT COVERED?

GypSorb shall not be responsible for any loss resulting from any of the following:

- Storage, design and installation practices not in accordance with the published recommendations and specifications of GypSorb (see GypSorb Submittal Sheet).
- Structural movement or defects in the manufacture or application of other manufacturer's materials.
- Moisture intrusion defects including insect, fungus, bacteria, mold infestation and inconsistent building environmental moisture and temperature conditions.
- Failure of the owner to maintain the building with reasonable care.

## WHAT WILL GYPSORB DO?

GypSorb will, at its discretion, replace the goods or refund the purchase price, and, where the panels have already been installed, pay reasonable labor costs to fix damage caused by a defect in the panels, up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming panels.

## HOW DO I GET SERVICE?

As soon as possible, and in any event within thirty (30) days of the time you discover a problem, email/write to GypSorb, including a brief description of the problems. Photographs and/or video of the damaged area are important. Please include any sales receipt, invoice or other evidence indicating the date of installation. Please send to: GypSorb, 4813 8th Ave. NW, Seattle, WA 98107.

If you want additional copies of the applicable product literature, please visit [GypSorb.com/contact](http://GypSorb.com/contact)

## DISCLAIMER OF OTHER WARRANTIES ; LIMITATION OF KINDS OF DAMAGES ; RECOVERABLE; EFFECT OF STATE LAW.

GypSorb undertakes no responsibility for the quality of the product except as provided above in this Limited Warranty. In other words, GypSorb disclaims all express or implied warranties of merchantability.

GypSorb assumes no responsibility that the product will be fit for any particular purpose for which you may be buying this product, except as provided above in this warranty. In other words, GypSorb disclaims all express or implied warranties of fitness for a particular purpose.

GypSorb will not be responsible under this warranty for any incidental, special, indirect or consequential damages resulting from a defect in the product.

This warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.

Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental or consequential damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.

This warranty applies to products manufactured by GypSorb that are used in the United States.

SEE FULL DETAILS ON REVERSE SIDE:

## THE DETAILS

GypSorb provides the following limited warranty with respect to GypSorb brand gypsum board products (each, "panel") manufactured on or after January 1, 2021 and installed in the United States for America. For a current list of GypSorb gypsum board products covered by this warranty, see our website at [www.GypSorb.com](http://www.GypSorb.com).

PLEASE READ THIS DOCUMENT CAREFULLY, AS THIS LIMITED WARRANTY AND YOUR PURCHASE OF GYPSORB PRODUCTS ARE SUBJECT TO ALL OF THE TERMS AND CONDITIONS BELOW.

GypSorb warrants to each Qualified Purchaser of GypSorb products, for a structure that GypSorb is installed in, or to be installed in, such structure is/was manufactured in accordance with applicable U.S. industry standards and regulations in effect for paper faced gypsum board products at the time of manufacture. A Qualified Purchaser is: (a) an original purchaser of GypSorb manufactured product who installs such GypSorb product in a structure; or (b) a person who owns a structure that includes GypSorb products.

The duration of this warranty is limited to three (3) years from the date of the product's manufacture.

THE FOREGOING LIMITED WARRANTY IS THE SOLE WARRANTY GIVEN BY GYPSORB WITH RESPECT TO GYPSORB. GYPSORB DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAWS DO NOT PERMIT THE DISCLAIMER OF ANY IMPLIED WARRANTY, THE DURATION OF SUCH IMPLIED WARRANTY 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 APPLICABLE LAWS.

Terms and Conditions Applicable to Limited Warranties.

The foregoing warranties are conditioned on and subject to the additional terms and conditions set forth below.

1. The foregoing warranties apply only when GypSorb has been subjected to normal use and exposure and has been accorded treatment which is considered good practice in the building industry regarding handling, finishing, storage and maintenance of such products. In addition to this limitation, any damage to GypSorb products resulting in whole or in part from the following conditions is NOT GypSorb's responsibility and is NOT covered by the foregoing warranties: (a) Failure to store, handle or install GypSorb products in accordance with GypSorb's storage, handling and installation instructions (available at [www.GypSorb.com](http://www.GypSorb.com)), standard building practices and all applicable building codes; (b) Improper design or installation of any portion or component of the mounting frame structure, or failure or distortion of the ceiling and/or walls, foundation or any other portion or component of the structure, including settling of the building or movement of framing members; (c) Suitability or performance of any cladding, coating, finishes, coverings or other materials applied or attached to GypSorb; (d) Causes other than normal use conditions, such as: impact with objects; high force winds, earthquake, flood, fire or other acts of God or nature; contact with or exposure to abnormal levels of moisture; or any other causes beyond GypSorb's control; (e) Mold, mildew, fungi, bacteria or other similar conditions; (f) Use of GypSorb other than for its intended use as described at [www.GypSorb.com](http://www.GypSorb.com); or (g) A third-party's actions, omissions or negligence.

GypSorb product has natural characteristics that are not to be considered defects or evidence of a breach of warranty.

2. Before GypSorb will honor any claim under this Limited Warranty, the Qualified Purchaser must give GypSorb written notice of the claim no later than ten (10) days after discovery of any alleged problem with the product. Written notice shall be directed to GypSorb, 4813 8th Ave. NW Seattle, WA 98107, Attn: Quality Manager. All claims must be accompanied by sales receipts and other supporting documents. GypSorb shall have an additional twenty (20) days thereafter to inspect the GypSorb products. The Qualified Purchaser must grant reasonable access for inspection and shall not make any alteration or repair to GypSorb products before GypSorb inspects it. If GypSorb's inspection confirms that the GypSorb product does not conform with the warranty set forth herein, then GypSorb will, at its sole option/discretion, either replace the non-conforming GypSorb product or refund the original uninstalled purchase price for the non-conforming GypSorb product or, where the product has already been installed, reimburse the Qualified Purchaser for the reasonable cost of repair or replacement of the non-conforming GypSorb product up to a maximum amount equal to two (2) times the original uninstalled purchase price of the non-conforming GypSorb product. These remedies are GypSorb's sole and exclusive obligation and liability for any breach of warranty relating to GypSorb products and are also the Qualified Purchaser's sole and exclusive remedies for any such breach.

3. UNDER NO CIRCUMSTANCES WILL GYPSORB BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, 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 GYPSORB 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.

4. The foregoing warranties are non-transferable and do not apply to any subsequent purchaser of GypSorb product or any subsequent owner of a structure. These warranties are not for the benefit of any third parties.

5. This is the entire limited warranty between GypSorb and the Qualified Purchaser with respect to GypSorb product manufactured on or after January 1, 2021 and supersedes all prior and contemporaneous agreements, representations, warranties or understandings, whether oral or written, relating to GypSorb product manufactured during such period. GypSorb reserves the right to discontinue and/or modify this Limited Warranty at any time without notice; provided, any discontinuation or modification shall not apply to GypSorb product purchased prior to such time.

6. The provisions of this Limited Warranty are severable. If any provision of the Limited 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 Limited Warranty shall remain in full force and effect.

7. This Limited Warranty gives you specific legal rights, and you may also have other rights, which vary from state to state

Effective Date 1/1/2021