

**1. Limited Warranty:** Johns Manville ("JM") warrants for a period of ten years that its GoBoard® tile backer board ("Product") shall be free from defects that make it unsuitable for its use as tile backer in residential and light commercial applications. This Limited Warranty is extended only to the owner (who must be a natural person) of the structure to which the Product is installed ("Structure") at the time of installation ("Covered Person"). This Limited Warranty may not be assigned or transferred. This Limited Warranty shall commence on the date of Product purchase and continue for so long as the Covered Person owns the Structure.

JM HEREBY DISCLAIMS ALL OTHER REPRESENTATIONS AND WARRANTIES EITHER EXPRESSED OR IMPLIED, INCLUDING WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

**2. What JM Will Do:** If any Product fails to conform to the Limited Warranty set forth in Paragraph 1, above, during the warranty period, JM will, at its sole discretion, either repair or replace the defective Product with a like quantity of non-defective Product or refund the original purchase price of the defective Product. If the Covered Person is unable to establish the original retail price of the defective Product, the price shall be determined by JM in its sole discretion. In addition, JM will pay for or reimburse the cost of labor necessary to repair or replace defective Product, up to a maximum of two times the actual price paid by the Covered Person for the defective Product.

**3. LIMITATION OF REMEDY:** JM'S REPAIR OR REPLACEMENT OF DEFECTIVE PRODUCT OR REFUND OF THE PRICE PAID FOR THE DEFECTIVE PRODUCT PLUS PAYMENT OR REIMBURSEMENT OF THE COSTS DESCRIBED IN PARAGRAPH 2 SHALL BE THE SOLE AND EXCLUSIVE REMEDY FOR BREACH OF THE LIMITED WARRANTY SET FORTH IN SECTION 1, ABOVE.

**3. To Make A Claim:** Coverage under this Limited Warranty shall be subject to the following terms and conditions.

- A Covered Person must provide written notice to JM within 30 days after discovery of any claimed defect covered by this Limited Warranty and before beginning any permanent repair. Such written notice must include a description of the defect, a copy of the dated sales receipt, invoice, or evidence of installation, and photos showing the claimed defect. Notices and all supporting documentation must be sent, by certified mail, to the nearest Johns Manville Insulation Group sales office or to Johns Manville headquarters.
- A claimant under this Limited Warranty must provide proof to JM that such claimant is a Covered Person as defined in Section 1 above.
- Product must be handled, stored and installed according to all JM installation instructions, recommendations and specifications (available at [www.jm.com](http://www.jm.com)), standard building practices, industry standards defined by the Tile Council of North America, Inc. and building codes adopted by federal, state or local governments or agencies applicable to the installation.
- JM, upon its request, shall have 30 days from receipt of the claim to inspect the Product alleged to be defective and must be granted reasonable access for inspection.

- Upon discovery of a claimed defect, the Covered Person must immediately, and at the Covered Person's own expense, provide for protection of all property that could be affected until the claimed defect is remedied, if applicable. Any repairs initiated by or on behalf of a Covered Person without prior authorization from JM may at JM's sole discretion, void this Limited Warranty.

**4. What Is Not Covered:** This Limited Warranty does not cover loss or damage to the Structure or its contents resulting from any of the following:

- Storage, handling and installation and finishing practices not in accordance with JM's installation instructions, recommendations and specifications (available at [www.jm.com](http://www.jm.com)), standard building practices, applicable building codes or industry standards defined by the Tile Council of North America, Inc. or further processing, modification or alteration of the Product after shipping from JM. Failure of or defects in materials to which Product is attached or which are attached to it, including any damage to Product resulting from the installation, repair or removal of any materials installed over, adjacent to, or attached to Product.
- Failure of the Covered Person to maintain the Structure with reasonable care and to protect Product from being subjected to above normal use or exposure within the Structure.
- Conditions involving organic growth, including, but not limited to, mold, mildew, algae, fungus, bacteria, or insects.
- Failure to install Product within 12 months of purchase.
- Use of Product in any way other than as intended for tile backer in residential or light commercial applications.
- Any acts, omissions, or negligence of the Qualified Purchaser or any third party.
- Improper building or system design.
- Settling of the building, movement of the framing members, failure or distortion in the walls or foundation of the structure.
- Hurricanes, floods, fires, vandalism, hailstorms, earthquakes, high winds, tornadoes, falling objects, other acts of God or nature.
- Immersion in water or sustained pooling or cascading of water.
- GoBoard® must be installed using GoBoard® Fasteners or GoBoard® Washers and sealed with GoBoard® Sealant.

The Product has natural surface characteristics (marking, surface deposits and shading) and other characteristics resulting from its manufacture that are not considered defects and the Product may vary in appearance from depictions in any literature or from any sample display or other model inspected by Covered Person.

**5. Limitation of Liability:** IN NO EVENT SHALL JM BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INCIDENTAL, INDIRECT OR PUNITIVE DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY CLAIMS OF PROPERTY DAMAGE, WHETHER BASED UPON BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, TORT, BREACH OF CONTRACT, OR ANY OTHER LEGAL THEORY.

Some states do not allow the exclusion or limitation of warranties or do not allow the exclusion or limitation of incidental or consequential damages, so the above disclaimers may not apply to you.

No representative of JM or any other party is authorized to make any other warranty in addition to those made in this Limited Warranty.