

Effective Date:  
September 1, 2005

# Fiberock® Aqua-Tough™ Panels

## Underlayment and Tile Backerboard

### 20-Year Limited Warranty

#### What is Covered?

This limited warranty applies to dealers who sell FIBEROCK® brand AQUA-TOUGH™ underlayment and tile backerboard (the "Product"), contractors who install the Product, the original purchaser, and any subsequent purchaser ("Owner") within the warranty period. United States Gypsum Company ("USG") warrants that when stored, handled, and installed in accordance with the Product's current written installation instructions, the Product will not delaminate, buckle, or warp; will not split or crack upon fastening; and will not contribute to discoloration of the floor covering material.

#### How Long Does Coverage Last?

The warranty runs for twenty (20) years from the date of installation.

#### What is Not Covered?

- Acts of God or man-made disasters including, but not limited to, leaking or broken plumbing, fire, flood, earthquake, or standing water during or after construction; improper storage, handling, or installation of the product. Proper installation instructions are updated from time to time. Refer to USG publication F1 19. For ceramic tile applications, see the "Handbook for Ceramic Tile Installation" published by the Tile Council of North America.
  - Fastener pops (nail heads or staple crowns).
  - Improper preparation of the underlayment joints and tile, resulting in floor failure.
  - Deficiencies in the subfloor/floor joist assembly including, but not limited to, floor deflections greater than L/360 for ceramic tile and 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.
  - Defects, incompatibility or failures of other manufacturers' products in the floor assembly, including fasteners, patching compound, adhesives, and floor coverings.
  - Construction traffic abuse to the surface of the underlayment.
  - Use of underlayment over concrete floors.
  - Failure of the owner to maintain the building with reasonable care.
  - Mold or mold-related damage of any kind.
  - Installation over an unprepared crawl space, which can be susceptible to variations in humidity and temperature that can cause the subfloor and underlayment to expand.
- Note:** This 20-year limited warranty does not apply when the Product is used in any system covered by a separate USG warranty.

#### What will USG do?

- In the event of any defect covered by this warranty, USG at its option will:
- a. Supply replacement Product or refund the full purchase price of the defective Product if the floor covering has not yet been installed; or
  - b. Repair or replace the Product, and all floor covering material including adhesive, at no charge; or pay an amount equal to the purchase price of the product, adhesive, and floor covering, and reasonable installation cost of the floor covering. This does not include removal or replacement of cabinets.



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**How Do I Get Service?**

- a. Any Owner or any other person seeking remedies under this warranty must notify USG in writing within 30 days after discovering a possible defect of the Product, and before beginning any permanent repair. This written notice should describe the possible defect and include the date the Product was installed. Photographs and videotape of the damaged area are often very helpful to us.
- b. The Owner must allow USG's agent to enter the property and building in which the Product is installed to inspect the Product. Samples of the floor system along with the original invoice for the Product and floor covering and installation may be required for settlement in order to establish the defect, the manufacturer, and that the possible defect has occurred during the warranty period. For further information contact:

United States Gypsum Company  
Department 143-008  
550 West Adams Street  
Chicago, Illinois 60661

For additional copies of the applicable product literature, please call us at 800.USG.4YOU, or write to us at the above address.

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**Exclusion of Other Warranties;  
Effect of State Law**

THIS WRITTEN WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THIS PRODUCT AND EXCLUDES ALL OTHER WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND ANY IMPLIED WARRANTIES OTHERWISE ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE, EXCEPT WHERE PURCHASE OF THIS PRODUCT IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE EXPRESS WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. IN NO EVENT WILL USG BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES RESULTING FROM ANY DEFECT IN THE PRODUCT SUPPLIED.

Some states do not allow limitations on how long an implied warranty lasts, so the above limitations may not apply to you. You may also have other rights which vary from state to state.

