



LIMITED WARRANTY

Subject to the terms and conditions herein, PABCO® Gypsum (“PABCO”) warrants to the initial owner of a structure into which QuietRock® gypsum panels (“Panels”) are incorporated (“Owner”) that, at the time of shipment, the Panels were free of manufacturing defects, including de-lamination. PLEASE READ THIS DOCUMENT CAREFULLY.

The exclusive remedy for any type of claim or action for defective products will be limited to, at PABCO’s election and in its sole discretion, replacement of the defective Panels (in the form originally shipped) or payment or credit not greater than the original purchase price of the Panels. Any and all costs or expenses beyond this amount shall be the Owner’s responsibility, including disposal. All claims must be made in accordance with the claims and inspection procedure herein or this warranty shall not apply. For clarity and not as a limitation, this warranty shall not apply to and PABCO shall not be liable for:

1. Panels which are not stored or installed in accordance with PABCO’s installation instructions or are otherwise improperly installed. Instructions are available at www.QuietRock.com.
2. Damage to any Panels resulting from causes not in PABCO’s control or other than normal conditions, such as, but not limited to, impact of falling or moving objects, earthquakes, hurricanes, flood, fire, hailstorms or high winds, cascading roof or floor water, ponding water, or immersion in water.
3. Damage to Panels caused by improper design of the structure or failure or distortion in the walls, framing, or foundation of the structure, including settling of the building or movement of framing members.
4. Acoustic, sound or RF leaks, flanking pathways for same, and all other field acoustic or RF issues which reduce the overall acoustic or RF performance of the installed assembly.
5. The performance of or repair to coatings or finishes applied over or adjacent to QuietRock products, including QuietRock panels where not defective.
6. Damage that arose or occurred after shipment.
7. Damage from contamination.
8. Defects, incompatibilities, or failures of other companies’ products.
9. Failure of the Owner to maintain the structure with reasonable care.
10. Failure to adhere to building or other codes.
11. Mishandling.
12. Mildew, fungi, mold or related damage of any kind.

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO PABCO’S QUIETROCK PRODUCTS. PABCO DISCLAIMS ALL OTHER WARRANTIES, INCLUDING BUT NOT LIMITED TO ALL WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WHERE APPLICABLE LAW DOES NOT PERMIT THE DISCLAIMER OF AN IMPLIED WARRANTY, THE DURATION OF SUCH IMPLIED WARRANTY SHALL BE LIMITED TO THE GREATER OF 90 DAYS FROM THE DATE OF SALE OR THE MINIMUM LEGAL DURATION FOR SUCH IMPLIED WARRANTY UNDER APPLICABLE LAW. THIS WARRANTY MAY NOT BE AMENDED, RESTATED, OR ENLARGED BY ANY PABCO FIELD OR SALES REPRESENTATIVE. PABCO SHALL NOT BE RESPONSIBLE FOR ANY INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES, EXPENSES, OR LOSSES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY OR PROPERTY DAMAGE TO A STRUCTURE OR ITS CONTENTS. THIS WARRANTY STATES THE ENTIRE LIABILITY OF PABCO WITH RESPECT TO QUIETROCK PRODUCTS.

Any and all claims and all supporting documentation must be made in writing to PABCO within ten (10) days after the defect was first discovered or should have been discovered, but in no event after more than one (1) year commencing on the date of purchase. PABCO reserves the right to investigate the claim prior to providing any remedy, and reasonable access must be granted to PABCO for inspection. No alterations or repairs by Owner or third parties shall be made to the Panels prior to such inspection by PABCO. PABCO reserves the right to discontinue, modify, or re-design any product without notice. This warranty may not be assigned or transferred. PABCO reserves the right to substitute a part or parts at its sole discretion. PABCO shall not be liable for any cost of repair or replacement that is not pre-authorized by PABCO in writing. Claims shall be directed exclusively to: QuietRock Warranty Claims, c/o PABCO at 37851 Cherry Street, Newark, CA 94560. Owner assumes all risk of loss, damage, or delay incident to the furnishing of any product by PABCO hereunder, or the utilization thereof, except to the extent expressly above provided. Owner agrees this warranty has been negotiated and consents hereto. The provisions of this warranty are severable. If any provision of this 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 warranty shall remain in full force and effect.

