

# USG BORAL

## METAL CEILING WARRANTY

### CW2015B

#### LIMITED WARRANTY

ALL METAL CEILING PANELS ("goods") SOLD BY SELLER ARE WARRANTED TO BUYER TO BE FREE FROM DEFECTS IN MATERIAL AND WORKMANSHIP AT THE TIME OF MANUFACTURE.

This warranty shall endure for ten (10) years beginning at the time of the receipt of the goods by the buyer if the goods are used in an indoor application.

This warranty shall endure for five (5) years beginning at the time of the receipt of the goods by the buyer if the goods are used in an outdoor application.

This warranty is in lieu of and excludes all other warranties not expressly set forth herein regardless if expressed or implied or arises by operation of law or otherwise, including but not limited to any implied warranties of merchantability or fitness for a particular purpose.

#### WHAT DOES THIS WARRANTY NOT COVER?

No claims shall be honoured under this warranty when the goods:

- a. Are not installed in accordance with all applicable Seller instructions and specifications.
- b. Are installed under conditions of excessive vibration, chemical fumes, or where building HVAC systems are not installed and/or not operational.
- c. Have been stored or exposed to direct moisture before, during or after installation.  
By way of example direct moisture exposure would include leaks or condensation.
- d. Were used to support other materials.
- e. Are mechanically suspended improperly; fastened, cemented or adhered to the surface of any other materials.
- f. Were improperly stored subjecting the goods to:
  - i. damp or wet, unclean, unenclosed areas;
  - ii. Acidic or alkaine vapors, extreme heat.
- g. Have been treated with any coatings, sprays or other type of application not specifically recommended in writing by Seller.
- h. Were altered or repaired by anyone other than a Seller authorized representative.
- i. Were re-located from the original installation area/location.

#### HOW DO YOU GET SERVICE?

Warranty claims against the goods shall be submitted in writing within eight (8) business days upon receipt of the goods; or, within eight (8) business days, in the exercise of reasonable diligence, the claimant should have discovered the defect giving rise to the claim, to:

Attn: Ceilings Category Manager  
c/o: USG Boral  
The Pinnacle, Suite #17-03  
Persiaran Lagoon  
Bandar Sunway 46150  
Selangor, Malaysia.

#### SPECIFIC PROVISIONS:

Seller shall not be liable for incidental or consequential losses, damages, or expenses, directly or indirectly arising from the sale, handling, or use of the goods, or from any other cause relating thereto.

Seller's liability in any case is expressly limited to the replacement (in the form originally shipped) of goods not complying with this agreement), or; at Seller's election, crediting Buyer with an amount equal to the purchase price of such non-complying goods, whether such claims are for breach of warranty or negligence.

#### TRADEMARKS

The following are trademarks of USG Boral Building Products: ASPEN, ASTRO, BRIA, CLEAN ROOM, CLIMAPLUS, DONN, ECLIPSE, "F" FISSURED, FISSURED, FROST, GLACIER, HALCYON, MARS, MILLENNIA, OLYMPIA MICRO, PEBBLED, PREMIER HI-LITE, PREMIER NUBBY, RADAR, ROCKFACE, SANDRIFT and SHEETROCK.