## **USG BORAL**

# UP TO 30-YEAR LIMITED WARRANTY COMMERCIAL APPLICATIONS

UP TO 30 YEAR LIMITED WARRANTY
- AUSTRALIA / NEW ZEALAND

This warranty is provided by USG Boral Building Products Pty Limited (ACN 004 231 976) if the products that are the subject of this warranty were supplied in Australia and by USG Boral Building Products NZ (company number 77828) if the products that are the subject of this warranty were supplied in New Zealand (USG Boral).

All USG Boral DONN brand suspension systems, when used with any USG Boral ceiling panels or tiles or SHEETROCK brand gypsum lay-in ceiling panels, carry up to a 30-year warranty that our products shall be free from manufacturing defects and that the suspension systems shall be free from the occurrence of 50% red rust as defined by ASTM D610 test procedures for 30 years from the date of installation. The benefits of this warranty are in addition to other rights and remedies which the beneficiary may have at law, including any consumer guarantees which may apply under the Competition and Consumer Act 2010 (Cth) in Australia and under the Consumer Guarantees Act 1993 in New Zealand.

USG Boral ceiling panels and tiles with CLIMAPLUS performance are specially formulated to endure environments with up to 100% relative humidity and temperatures up to 49°C (120°F) depending on the type of product. These panels carry a limited warranty against visible sag for 30 years when installed in a DONN suspension system. (See "warranty conditions" section for specific Environmental Limitations).

Sag resistance is measured under 'Standard Test Method for Strength Properties of Pre-fabricated Architectural Acoustical Tile or Lay-in Ceiling Panels', ASTM C367.-05 The Test Method cautions (Section 17.3) that it "is not designed to establish the expected performance of the ceiling panels under field conditions of use, but only the sag properties for the specific temperature, humidity, exposure time and mounting conditions used in the test.

Neither this Test Method nor any other laboratory test we are aware of can predict long-term sag resistance. We do know that the higher the relative humidity and temperature, and the longer the time these conditions prevail, the more susceptible to sag are the ceiling panels. Nevertheless, the businesses that now form USG Boral have offered sag resistant ceiling panels for more than 20 years, and we have very rarely received sag complaints. This excellent field performance is expected because the formulations of both core and/or backing, depending on the particular panel, inherently impart sag resistance. Avoidance of extreme temperature and humidity conditions and regular cleaning will enhance sag resistance and all other performance attributes of the ceiling panels.

USG Boral CLIMAPLUS ceiling panels are warranted to be free from the growth of mold and mildew for 30 years from the date of installation. These ceiling panels include an antimicrobial treatment on the painted surface that contains a mold-inhibiting agent that provides broad-spectrum control for the growth of mold and mildew over the warranty period. Due to the inherent characteristics of the products, CLIMAPLUS fiberglass panels and RADAR Ceramic CLIMAPLUS ceiling panels do not have antimicrobial treatment; however, they are warranted to be free from the growth of mold, mildew for 30 years from the date of installation.

CLEAN ROOM CLIMAPLUS and SHEETROCK gypsum lay-in panels do not feature the antimicrobial treatment and therefore are not included in the 30-Year Antimicrobial System Warranty.

The above limited warranties are subject to use under normal conditions. Abnormal conditions include exposure to chemical fumes, vibrations, moisture from conditions such as leaks or condensation, excessive humidity, or excessive dirt or dust build-up.

#### TRADEMARKS



#### **WARRANTIES**

The ClimaPlus warranty periods for these and other USG Boral products and systems are as follows:

Ceiling Systems	Panel/Tile	Suspension
ClimaPlus Panels & Tile plus DONN Suspension System	30 Years	30 Years
All other USG Boral Ceiling Panels & Tile plus DONN Suspension System	1 Year	30 Years
USG Boral Specialty Ceilings	1 Year	N/A

Individual Products	Panel/Tile	Suspension
ClimaPlus Panels & Tile	15 Years	N/A
All other USG Boral Ceiling Panels & Tile	1 Year	N/A
DONN Suspension Systems	N/A	15 Years

#### WHO IS COVERED?

Except where stated otherwise on specific product warranties, all USG Boral warranties cover the original owner of the building at the time of installation. If the building is sold, these warranties will not apply to the purchaser.

#### WHAT WILL USG BORAL DO?

Subject to any statutory rights that you may have under the Competition and Consumer Act 2010 (Cth) in Australia and under the Consumer Guarantees Act 1993 in New Zealand (as applicable), the building owner is responsible for all costs associated with removal and installation.

Subject to any statutory rights that you may have under the Competition and Consumer Act 2010 (Cth) in Australia and under the Consumer Guarantees Act 1993 in New Zealand (as applicable), in the unlikely event of product performance failure, at our election USG Boral will replace the goods or we will refund or credit an amount equal to the (original) purchase price of the goods within warranted conditions.

## WHAT DOES THIS WARRANTY NOT COVER?

The following exceptions apply to all of the warranties.

All ceiling products and systems must be installed and maintained in accordance with current USG Boral written instructions and best industry practice, including the CISCA Handbook, the AS/NZS 2785 Suspended Ceilings – Design and Installation and ASTM C636, "Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-In Panels."

Also, you must observe the following:

- Care must be taken that the products are not damaged during delivery and while they are stored at the job site.
- The products must always be protected from vibration, direct contact with water including condensation, and chemical fumes, both before and after installation.
- These products may not be used in exterior applications.

Except as stated by individual product, the growth of mold or bacteria is not covered by this warranty nor is it the responsibility of USG Boral. All products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth on ceiling panels.

Damage that may occur from vibrations, fire, water, freezing temperature, accident, any form of abuse or exposure to Abnormal Conditions is not covered in this warranty. If subject to Abnormal Conditions, the products should be removed immediately and replaced once the conditions are normal.

#### TRADEMARKS



#### **WARRANTY CONDITIONS**

All ceiling products and suspension systems must be installed and maintained in accordance with USG Boral written installation instructions for that product in effect at the time of installation and best industry practice. Prior to, during, and after installation, the ceiling product must be kept clean and dry, and maintained in an environment free of chemical fumes or vibration, not subject to Abnormal Conditions and within the following conditions:

Product	Environmental Limitations
Radar Ceramic ClimaPlus(2)*	0-49°C (32-120°F). Up to 100% RH
Pin Perf ClimaPlus 16mm(1), Pin Perf ClimaPlus High NRC(1), Radar ClimaPlus(1), Radar ClimaPlus High NRC(1), Impressions ClimaPlus(1), Impressions ClimaPlus High NRC(1), Olympia Micro ClimaPlus(1), Olympus ClimaPlus(1), Excel ClimaPlus(1), Caterpillar(1), New StarZ(1), Astro ClimaPlus(2), Bria ClimaPlus(2), Clean Room ClimaPlus(2), Eclipse ClimaPlus Illusion and Pedestals(2), Frost ClimaPlus(2), Frost ClimaPlus High NRC/High CAC(2), Halcyon ClimaPlus(2), Halcyon ClimaPlus Planks and Large Sizes(2), Mars ClimaPlus(2), Mars ClimaPlus High NRC(2), Mars ClimaPlus High NRC(2), Millennia ClimaPlus High NRC(2), Olympia Micro ClimaPlus High NRC(2), Olympia Micro ClimaPlus(2), Pebbled ClimaPlus(2), Premier Hi-Lite ClimaPlus(2), Premier Nubby ClimaPlus(2), Radar ClimaPlus(2), Radar ClimaPlus High NRC, High CAC(2), Radar ClimaPlus Illusion(2), Radar ClimaPlus Open Plan(2), Renovations ClimaPlus(2), Rock Face ClimaPlus'(2), Sandrift ClimaPlus(2), Sheetrock Lay-In Ceiling Panel ClimaPlus(2), Touchstone ClimaPlus(2), Cleanroom(3), Sonata(3), Halcyon(3), Louna(3), Sparta Plain White(3), Sparta Star Plus(3), Olympus Max ClimaPlus(1), Glossy ClimaPlus(1)	0-49°C (32-120°F). Up to 99% RH
Galaxy 14mm(1), Pin Perf ClimaPlus 14mm(1)	0-49°C (32-120°F). Up to 95% RH
Plain(3), Cross Fissured(3), Chessboard(3), Comet Line(3), Pedestal(3), Favia Acoustic(3), Favia(3), Taiga Hygiene (3), Olympia(3), Olympia Micro(3), Omni(3), Perforated(3), Radar(3), Olympia II(3)	0-40°C (32-104°F). Up to 95% RH
Galaxy 12mm(1)	0-49°C (32-120°F). Up to 80% RH
Aspen(2), "F" Fissured(2), Fissured(2), Frost(2), Glacier(2), Radar(2), Radar Education(2), Renditions Animations(2), Renditions Boundaries(2), Renditions Custom(2), Plateau(3), Designer Series(3)	0-49°C (32-120°F). Up to 70% RH
Skyrock Classic(4), Skyrock Nordic(4)	0-30°C (32-86°F). Up to 95% RH

- 1 Tiles manufactured in China
- 2 Tiles manufactured in the United States
- 3 Tiles manufactured in Saudi Arabia
- 4 Tiles manufactured in Finland

For RADAR Ceramic CLIMAPLUS ceiling panels: The sag performance warranty extends to installations where the ceiling product is exposed to environments subject to temperatures of 0-49°C (32-120°F), chemical fumes, steam, and up to 100% RH, including standing water applications, so long as the product is installed with either  $AX^{\text{\tiny{IM}}}$  or  $ZXLA^{\text{\tiny{IM}}}$  suspension systems. For swimming pools, install only with AX, ZXLA, or total aluminium suspension systems. For outdoor soffits, canopies and parking garages, install with ZXLA suspension system (wind uplift should be considered).

For all CLIMAPLUS products (excludes CLEAN ROOM CLIMAPLUS and SHEETROCK gypsum lay-in panels): These ceilings must be maintained to avoid excessive dirt or dust build up that would provide a medium for microbial growth on these panels or tiles. Microbial protection does not extend beyond the treated surface as received from the factory, and does not protect other materials that contact the treated surface such as supported materials.

#### Note

Radar Ceramic ceiling panels with ClimaPlus performance will withstand corrosive chemical fumes and contain coatings and/or a formulation to inhibit or retard the growth of mold and mildew.

#### TRADEMARKS



#### SUSPENSION SYSTEMS

Prior to, during, and after installation, the suspension systems shall be maintained in a temperature between 0°C (32°F) and 49°C (120°F) and relative humidity shall not exceed 99%. AX and ZXLA Suspension Systems shall be maintained in a temperature between 0°C (32°F) and 49°C (120°F) and relative humidity can be up to 100%. The warranty does not cover rusting that occurs from building leaks, condensation or exposure to marine environment.

#### **GENERAL NOTES**

The ceiling panels must not be used to support any material including insulation. Where insulation must be used, it should be no heavier than 1.27 kg/m² (0.26 lbs./sq. ft). and installed with the following USG Boral recommendations: insulation must be applied perpendicular to the suspension cross tees with the suspension system supporting the weight of the insulation. Insulation is also not recommended to be used as follows: Firecode applications, unless specified and use described by Underwriters Laboratories, Inc. Mold or mildew growth on insulation or placed above the ceiling panel or tile are not covered by this warranty.

USG Boral does not recommend or warrant unsupported recessed light fixtures that rely entirely on the ceiling panel to support the weight of the lighting fixture.

This warranty does not cover damage caused by fire, water, accident, or by any form of abuse.

Please see USG Boral written instructions about proper maintenance, touch up, and repainting of our ceiling systems. Please note that not all products can be repainted and that repainting will affect acoustical performance, appearance, microbial resistance, fire resistance, and ventilation through the ceiling panels or tiles.

Normal environmental conditions must prevail to warrant product performance. This warranty will not cover situations where the panels are subject to vibrations or chemical fumes or where moisture comes in contact with the ceiling panel or tile or grid as a result of a leaking roof, a sweating pipe, a leaking radiator, a flood, condensation on windows, condensation on more subtle surfaces where dew points are reached, humidified air from the HVAC system (except for the Radar Ceramic ClimaPlus(2) product), or any other similar causes.

#### **HOW DO YOU GET SERVICE?**

Subject to any rights you may have at law, in order to claim under these warranties, you must notify USG Boral of the problem within 30 days of the time the problem first became apparent to you at the following:

Australia (if the products that are the subject of this warranty were supplied in Australia) Address: USG Boral Building Products Pty Limited, 3 Thackeray St., Camellia NSW 2142, AUSTRALIA.

Call: 1800 811 222

New Zealand (if the products that are the subject of this warranty were supplied in New Zealand)

Address: 118 Savill Drive, Mangere East, Auckland 2024, NEW ZEALAND Call: 0800 USG BORAL (0800 874 267)

Please send us proof of purchase (for example receipt or credit card statement) and any photographs of the problem area as these are often helpful. . We will contact you within 30 days and, if we authorize a replacement or payment that will be done within 30 days thereafter.

#### LIMITATION OF LIABILITY:

In addition to the rights and remedies under this warranty, you may also have other rights and remedies at law, including any consumer guarantees which may apply under the Competition and Consumer Act 2010 (Cth) or under the Consumer Guarantees Act 1993 in New Zealand (as applicable). To the extent permitted by law, replacement or refunding the purchase price of defective material shall constitute the sole and total obligation of USG Boral. We shall not be responsible for any labour charges or other installation or replacement costs, loss of revenue, loss of profits, loss of anticipated savings or business, loss of data, loss of value of equipment, loss of opportunity or expectation loss or for any form of incidental, indirect, consequential, special, indirect, punitive or exemplary loss or damage however it arises (including as a result of negligence) TO THE EXTENT PERMITTED BY LAW, THIS WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER IMPLIED BY OPERATION OF LAW OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS.

#### TRADEMARKS



### AUSTRALIA SPECIFIC PROVISIONS

#### LIMITATION OF LIABILITY UNDER AUSTRALIAN CONSUMER LAW GUARANTEES

Unless You indicate otherwise below, you acknowledge that the products covered by this warranty that you will acquire from USG Boral will be obtained for either the purpose of re-supply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land.

By ticking this box, you notify USG Boral that you are acquiring the products for a purpose other than that stated immediately above, in which event the provisions below may apply.

If You are a Consumer and any of the products covered by this warranty and supplied by USG Boral are not goods of a kind ordinarily acquired for personal, domestic or household use or consumption, You agree that USG Boral's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those products (other than a guarantee under sections 51(title), 52 (undisturbed possession) and 53 (undisclosed securities) of the Australian Consumer Law, is limited to, at the option of USG Boral, one or more of the following:

- (a) the replacement of the goods or the supply of equivalent goods;
- (b) the repair of the goods;
- (c) the payment of the cost of replacing the goods or of acquiring equivalent goods; or
- (d) the payment of the cost of having the goods repaired.

If You are a Consumer and any of the product services supplied by USG Boral are not services of a kind ordinarily acquired for personal, domestic or household use or consumption, USG Boral's liability for a failure to comply with a consumer guarantee under the Australian Consumer Law in relation to those product services is limited to, at the option of USG Boral:

- (e) the supply of the product services again; or
- (f) the payment of the cost of having the product services supplied again.

#### NOTICE

Under section 102(1) of the Australian Consumer Law, USG Boral is required to draw to your attention the following which applies where You are a Consumer:

"Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure."

"Australian Consumer Law" means Schedules 1 and 2 of the Competition and Consumer Act 2010 (Cth) and any other relevant provisions contained in that Act.

"Consumer" has the meaning in the Australian Consumer Law.

## NEW ZELAND SPECIFIC PROVISIONS

#### LIMITATION OF LIABILITY UNDER NEW ZEALAND CONSUMER LAW GUARANTEES

You agree that where the products covered by these warranties are acquired for business purposes and/or that the products are acquired for either the purpose of resupply (in an altered form or condition or to be incorporated into other goods) or for the purpose of using them up or transforming them in trade or commerce in the course of a process of production or manufacture or in the course of repairing or treating other goods or fixtures on land, then the provisions of the Consumer Guarantees Act will not apply.

#### TRADEMARKS

