

USG ENSEMBLE™

ACOUSTICAL DRYWALL CEILING SYSTEM

LIMITED WARRANTY

WHAT IS COVERED?

The United States Gypsum Company (“USG”) warrants that USG Ensemble™ Acoustical Drywall Ceiling system is free from defects in material and workmanship at the time of manufacture. This Limited Warranty extends to the entity that purchased the products directly from USG, to dealers that sold the products in their original packaging, the contractor that first installed the products, and the owner of the building in which the products were originally installed.

All system components (suspension system, panels, finishing system, and acoustically transparent coating) of the USG Ensemble® Acoustical Drywall Ceiling system are engineered by USG Corporation, manufactured, and designed to work together by USG as a system. The components are assembly tested for installed performance (up to 0.85 NRC) and can seamlessly integrate into any other USG drywall or acoustical ceiling systems.

HOW LONG DOES THE COVERAGE LAST?

This Limited Warranty runs for one year from the date of original purchase, and you must give USG written notice of a warranty claim no later than thirty (30) days from the date the claimed defect was discovered or by reasonable inspection should have been discovered. Your written warranty claim should include a brief description of the problem, photographs if available, and any sales receipts, invoices or other information indicating the date of purchase and installation.

WHAT IS NOT COVERED?

USG shall not be liable under this Limited Warranty if any loss or damage was caused by improper application, storage, or use of the products, or if the products were not applied and used according to USG’s current printed directions and specifications, free copies of which are available on www.usg.com.

Other Important Information About Exclusions and Limitations: THE LIMITED WARRANTY IS NON-ASSIGNABLE. THE LIMITED WARRANTY IS IN LIEU OF AND EXCLUDES ALL OTHER WARRANTIES NOT EXPRESSLY SET FORTH HEREIN, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES ALLEGEDLY ARISING FROM A COURSE OF DEALING OR TRADE, EXCEPT WHERE PURCHASE OF THE GOODS IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAWS, IN WHICH INSTANCES, ANY APPLICABLE LIMITED WARRANTIES ARE LIMITED TO THE PERIOD OF THE APPLICABLE WRITTEN WARRANTY, OR SUCH SHORTER PERIOD AS PERMITTED OR REQUIRED UNDER APPLICABLE LAW. USG SHALL NOT BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, OR SPECIAL DAMAGES. SOME JURISDICTIONS DO NOT ALLOW EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES OR LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS; SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER LEGAL RIGHTS WHICH MAY VARY BY JURISDICTION.

WHAT WILL USG DO?

USG’s liability is expressly limited to the replacement (in the form originally shipped) of products not complying with this Limited Warranty, or, at our election, to the repayment of, or crediting the warranty holder with, an amount equal to the purchase price of such products. This limitation applies whether claims are for breach of warranty or negligence.

HOW DO I GET SERVICE?

To make a claim under this warranty, you must notify USG in writing as soon as possible and in any event within 30 days after discovering a possible defect of the Product, and before beginning any permanent repair. Regardless of the date of discovery of a possible defect, no claim may be brought more than 30 days after the end of the one-year warranty period. Your notice should describe the possible defect and include the date the Product was installed and the name and address of the contractor who installed the Product.

Photographs or videotape of the damaged area are often useful and should also be submitted if available. The Owner must allow USG's agent to access parts of the building where the Product is installed to inspect the Product. The original invoice for the Product and installation may be required for settlement in order to establish that the defect has occurred during the warranty period. For further information contact:

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

DISCLAIMER OF OTHER WARRANTIES; LIMITATION OF KINDS OF DAMAGES; EFFECT OF STATE LAW

- USG undertakes no responsibility for the quality of the product except as provided above in this warranty. In other words, USG disclaims all express or implied warranties of merchantability.
- USG assumes no responsibility that the product will be fit for any particular purpose for which you may be buying this product, except as provided above in this warranty. In other words, USG disclaims all express or implied warranties of fitness for a particular purpose.
- USG will not be responsible under this warranty for any incidental, special, indirect or consequential damages resulting from a defect in the product.
- This warranty will be the exclusive remedy for all persons entitled to warranty coverage as described above. No other remedy shall be applicable.
- Some states limit or do not allow the disclaimer of certain remedies or the exclusion of incidental damages, so the exclusions and limitations of remedies and damages in this section may not apply to you.

WARRANTY INFORMATION FOR PRODUCTS USED OUTSIDE OF THE US

This warranty applies to products manufactured by the United States Gypsum Company or USG Interiors, LLC that are used in the United States. For the application of this warranty to products used outside the United States, please see <https://www.usg.com/warranty>.

TRADEMARKS

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