

## **25 YEAR LIMITED WARRANTY**

### **KEENE BUILDING PRODUCTS, INC. DRIWALL RAINSCREEN**

Keene Building Products, Inc. (“Keene”) warrants its DRIWALL RAINSCREEN products against defects in material and workmanship for a period of Twenty-Five (25) years from the date of installation. Upon receipt of written notice, which must be given no later than thirty (30) days after discovery of the defect, Keene, at its sole option, will repair or replace the defective item(s) or refund the purchase price. Keene, at its sole option, may request that the defective item(s) be returned to Keene’s principal offices for investigation and inspection. Keene is not required to repair or replace the defective item(s) or to refund the purchase price until it has received such item(s) that Keene has requested returned and has inspected such item(s).

The warranty provided above is extended solely to the person or entity that purchases the product directly from Keene, and no third party may rely thereon or assert any claim based on such warranty. The foregoing warranty is the only warranty provided by Keene and is to the exclusion of any other warranty, whether express or implied, including the implied warranties of merchantability and fitness for a particular purpose, all of which are expressly disclaimed. Keene’s liability, if any, for damages based on any claim of any kind whatsoever, and regardless of the legal theory, with regard to any of its products shall be limited to the actual purchase price of the product(s) with respect to which such claim is made.

UNDER NO CIRCUMSTANCES SHALL KEENE BE LIABLE TO PURCHASER FOR COMPENSATION, REIMBURSEMENT OR DAMAGES ON ACCOUNT OF THE LOSS OF PRESENT OR PROSPECTIVE PROFITS OR REVENUE, EXPENDITURES, INVESTMENTS OR COMMITMENTS, AND IN NO EVENT SHALL KEENE BE LIABLE TO PURCHASER OR ANY OTHER PERSON OR ENTITY FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES. By way of example only, Keene will not be responsible for any damages purchaser may incur that are related to surface, subsurface or building conditions, damage to the structure or contents of any building, or for costs of repair and replacement except as may be expressly provided in this Limited Warranty (and subject to the terms and conditions hereof).

Keene shall not be liable for product failure resulting from any of the following: (i) products not installed in accordance with Keene’s installation instructions; (ii) non-compliance with applicable building codes and regulations; (iii) the use of any of its products (A) in a manner for which it was not intended; (B) in a modified form without the permission of Keene, or (C) in combination with any other system, equipment or device not manufactured or sold by Keene.

Keene may change, modify, amend, replace or discontinue offering a product warranty, limited or otherwise. Any such change, modification, amendment, replacement or discontinuance shall be applicable to unsold products only, and Keene shall endeavor to give purchaser at least thirty (30) days prior written notice of same.

Claims or inquiries shall be addressed as follows:

Customer Service Department [Quality Control Manager]  
KEENE BUILDING PRODUCTS, INC.  
5910 Landerbrook Drive, Suite 210  
Mayfield Hts., OH 44124  
P 440 605 1020 [877-514-5336]  
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