

Limited Warranty: Gorilla Wrap® Housewrap

What is Warranted

Limited Warranty. Johns Manville (“Johns Manville”) warrants to the original purchaser that its Gorilla Wrap® Housewrap (“Gorilla Wrap product”) (i) is free from design and manufacturing defects in materials and workmanship and (ii) will not experience any material degradation or physical properties so as to affect product performance due solely to exposure to ultra-violet radiation (UV) during the ordinary course of installation in accordance with Johns Manville’s instructions (see below). This limited warranty is applicable for a period extending from the date of installation until (a) one year has passed since you purchased the Gorilla Wrap product, or (b) you sell the property to which the Gorilla Wrap product is affixed, whichever occurs earlier. Any Johns Manville warranty obligation is expressly contingent upon the proper installation of Gorilla Wrap product, i.e., installation in accordance with all appropriate Johns Manville instructions, including those contained on the current bag label, and in Johns Manville literature, regarding installation procedures, including, without limitation, instructions as to the time in which Gorilla Wrap product should be covered and not be left exposed. Gorilla Wrap product is not designed to function as an exterior siding product and should be covered as soon as possible.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, JOHNS MANVILLE DISCLAIMS ANY IMPLIED WARRANTY INCLUDING THE WARRANTY OF MERCHANTABILITY AND THE WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE OR LIMITS SUCH WARRANTY AS STATED ABOVE. THE WARRANTY DESCRIBED HEREIN IS YOUR EXCLUSIVE WARRANTY FROM JOHNS MANVILLE AND REPRESENTS THE EXCLUSIVE REMEDY AVAILABLE TO ANY PURCHASER OF Gorilla Wrap PRODUCTS. JOHNS MANVILLE MAKES NO OTHER REPRESENTATION OR WARRANTY OF ANY KIND OTHER THAN STATED HEREON. THIS WARRANTY MAY BE MODIFIED ONLY BY A WRITTEN INSTRUMENT SIGNED BY AN AUTHORIZED JOHNS MANVILLE REPRESENTATIVE AND NO OTHER PARTY IS AUTHORIZED TO ALTER THIS WARRANTY.

Some states do not allow limitation of the duration of an implied warranty, so the above limitation may not fully apply to you.

Any damage to Gorilla Wrap products caused by accident, misuse or abuse of such Gorilla Wrap products is not a result of defect in its manufacture and therefore is not covered by this limited warranty.

Legal Rights and Remedies

This limited warranty gives you specific legal rights and remedies. You may also have other rights, which vary from state to state.

Extent of Johns Manville Liability. This limited warranty is your sole and exclusive remedy with respect to Gorilla Wrap products. During the period the warranty is in effect and in the event the Gorilla Wrap product has been manufactured defectively, Johns Manville’s sole liability to you shall be resupply of the product. Resupply shall mean furnishing free of charge (F.O.B. place of original purchase) a new shipment of Gorilla Wrap product (uninstalled) in an amount sufficient to replace any Gorilla Wrap product found to be defective. All labor and service charges which may be incurred with respect to either the original installation of Gorilla Wrap products or the replacement or additional installation of Gorilla Wrap products are excluded.

JOHNS MANVILLE SHALL NOT BE LIABLE FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGE TO THE STRUCTURE TO WHICH Gorilla Wrap PRODUCT IS APPLIED OR ITS CONTENTS, HIGHER ENERGY BILLS, LOSS OF TIME OR PROFITS, OR ANY INCONVENIENCE; JOHNS MANVILLE SHALL NOT BE LIABLE FOR ANY DAMAGES WHICH ARE BASED UPON NEGLIGENCE, BREACH OF WARRANTY, STRICT LIABILITY OR ANY OTHER THEORY OTHER THAN THE LIMITED LIABILITY SET FORTH ABOVE. INCIDENTAL AND CONSEQUENTIAL DAMAGES SHALL NOT BE RECOVERABLE EVEN IF THE REMEDY OR REPLACEMENT FAILS OF ITS PURPOSE.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion or limitation may not fully apply to you. In such states, liability shall be limited to the extent permitted by the applicable law. The consideration of the limitation of Johns Manville’s liability as stated herein is the original purchase price you paid for Gorilla Wrap product.

This warranty gives you specific legal rights. You may have other rights which vary from state to state.

How to Make a Claim

To require Johns Manville to perform any obligation under this warranty, you must, within thirty (30) days of discovery of the alleged defect to which the claim relates, and at your own expense, send written notification of such defect, by certified mail, to the Johns Manville headquarters. This notice must include a general description of the alleged defect. Failure to notify Johns Manville in this manner shall be deemed a waiver of any purported defect. Within thirty (30) days after written notice of the alleged defect has been received by Johns Manville, a Johns Manville representative will investigate the claim.

You must allow a Johns Manville representative to reasonably investigate the alleged defect and provide such representative with reasonable access to the structure to which the Gorilla Wrap product is affixed and to the extent requested by such representative, allow adequate samples of Gorilla Wrap product to be taken from such structure for testing by Johns Manville as part of the claim investigation. Upon being permitted such opportunity to investigate, Johns Manville will then promptly perform any obligation imposed by this warranty as a result of such investigation.

Johns Manville will not be liable for any actions or expenditures you may incur prior to written acknowledgement of Johns Manville’s responsibility relating to the replacement of Gorilla Wrap products.

Johns Manville
Engineered Products Division
PO Box 5108
717 17th Street (80202)
Denver, CO 80127-5108

1.800.654.3103

www.gorillawrap.com

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