

LIMITED WARRANTY

Decoustics, subject to the conditions and limitations set forth below, warrants its products to be free from manufacturing defects for a period of 12 months or 24 months for Clean-Air Claro® following the project substantial completion date.

Should any manufacturing defect occur during said 12/24 month period, Decoustics will provide replacement product to the original purchaser of the product or a subsequent owner of the building in which installed for that portion of the system determined to be defective (but not including labor costs and tear-out and disposal costs incurred in removing defective product or installing the replacement product), provided, however in lieu of providing replacement product. Decoustics reserves the right to at its sole discretion, refund that amount paid for the defective product (excluding costs to install).

In the event of ceiling or wall product replacement pursuant to the above terms, the original warranty shall apply to the replacement product and will extend for the balance of the warranty period in effect at the time the product proved defective.

Product shall not be considered defective with respect to color, so long as the color at the time of installation does not vary unreasonably from the product samples

LIMITATIONS

Decoustics shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with: misuse, abuse, neglect or improper handling or storage, improper installation or maintenance, or installation not in strict adherence to written instructions; fire, earthquake, lightning, hurricane, tornado or other violent storm, or casualty, or other acts of God; defects in, failure of or damage caused by materials used as a ceiling base under which the ceiling system is installed or by movement, distortion, cracking or settling of walls or the foundation of the building, exposure to harmful chemicals; site induced environmental factors (i.e.: mold); water damage; or any other cause, such as normal wear and tear, not involving inherent manufacturing defects in the product supplied by Decoustics. Site temperature and humidity conditions must be maintained/ controlled as follows in order for warranty to be valid: Temperature Range: 20°C (68°F) to 27°C (81°F); Humidity: less than 60% RH. This is ASHRAE Standard 55-1992. This warranty does not apply to product which has been painted, Decoustics reserves the right to discontinue or modify any of its products, including the color thereof, without notice and shall not be liable as a result of such

discontinuance or modification nor shall Decoustics be liable in the event replacement product, may vary in color in comparison to the original products. If Decoustics replaces any product under this warranty, it may substitute products designated by Decoustics to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

OTHER CONDITIONS

THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, LIABILITIES OR OBLIGATIONS OF DECOUSTICS, PERTINENT STATE (OR LOCAL) LAW SHALL CONTROL FOR WHAT PERIOD OF TIME SUBSEQUENT TO SALE A PURCHASER MAY SEEK A REMEDY PURSUANT TO THE IMPLIED WARRANTY OF MERCHANTABILITY. IN NO EVENT SHALL DECOUSTICS BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE BUILDING, ITS CONTENTS OR ANY PERSONS THEREIN; RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN, NO FIELD REPRESENTATIVE OR DISTRIBUTORS OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY. SOME STATES, PROVINCES AND COUNTRIES DO NOT ALLOW LIMITATIONS ON OR THE EXCLUSION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

This warranty gives you legal rights and you may also have other rights which vary from Jurisdiction to Jurisdiction.

WHAT THE PURCHASER MUST DO

To obtain performance under this warranty, the purchaser shall notify Decoustics in writing of any manufacturing defect within thirty days following its discovery and shall submit with such notification proof of date of purchase of wall panels or ceiling system, in order to provide Decoustics an opportunity to investigate the claim and examine the material claimed to be defective. All notifications shall be provided to Decoustics at the address, which appears below. Decoustics shall then promptly inspect the claimed defect before the furnishing of any replacement material is approved and Decoustics shall within a reasonable time of approval provide the replacement material (or in lieu of providing replacement material shall refund that amount paid for the defective material) in accordance with the terms set forth above.

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