

Warranty

Limited Warranty

WHAT AND WHO IS COVERED AND FOR HOW LONG

Decoustics Limited (the “Company”), subject to the conditions and limitations set forth below, warrants its products to be free from defects in workmanship and material under normal use (a “Manufacturing Defect”) for a period of 12 months following shipment.

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

In the event of a 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.

A product shall not be considered defective with respect to colour so long as the colour at the time of installation does not vary unreasonably from the product samples.

LIMITATIONS AND EXCLUSIONS

The Company 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 (i) materials used as a ceiling base under which the ceiling system is installed, (ii) movement, distortion, cracking or settling of walls or the foundation of the building, (iii) exposure to harmful chemicals; (iv) site-induced environmental factors (i.e.: mold); (v) water damage; or (vi) any other cause, such as normal wear and tear, not involving inherent manufacturing defects in the product supplied by the Company.

All wood products (including Solo planks and Quadrillo panels) must be stored, installed and maintained in a secure ambient environment as follows in order for this warranty to be in effect: Temperature Range: 68 degrees F (20 degrees C) to 80 degrees F (27 degrees C); Humidity must be kept constant (not fluctuate) within the range of: 35% min. to 55% max RH. All wood products must also be allowed to stabilize on site for 72 hours prior to installation. All other products must be stored, installed and maintained in a secure ambient environment as follows in order for this warranty to be in effect: Temperature Range: 68 degrees F (20 degrees C) to 81 degrees F (27 degrees C); Humidity: less than 60% RH. This is Ashrae Standard 55-1992.

This warranty will cease to apply to a product which has been painted, varnished or similarly coated over the manufacturer's original finish. Unauthorized modifications made to the product in the field will void this warranty.

The Company reserves the right to discontinue or modify any of its products, including the colour thereof, without notice, and shall not be liable as a result of such discontinuance or modification nor shall the Company be liable in the event that a replacement product varies in colour in comparison to the original product. If the Company replaces any product under this warranty, it may substitute products designated by the Company to be of comparable quality or price range. Any replacement, at the Company's option, may be the same product or a substantially similar product that contains remanufactured or refurbished parts.

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OTHER CONDITIONS

OTHER THAN AS EXPRESSLY SET OUT HEREIN, AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, THIS WARRANTY IS EXCLUSIVE AND IN LIEU OF ALL OTHER ORAL OR WRITTEN WARRANTIES, REPRESENTATIONS, CONDITIONS, OR PROMISES, WHETHER EXPRESS OR IMPLIED, AND WHETHER ARISING BY LAW, STATUTE, COURSE OF DEALING, USAGE OF TRADE, PRIOR DESCRIPTION OR SAMPLE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, QUALITY, DURABILITY, AND/OR FITNESS FOR A PARTICULAR PURPOSE. TO THE EXTENT PERMITTED BY APPLICABLE LAWS, ANY IMPLIED WARRANTIES (IF APPLICABLE) ARE LIMITED IN DURATION TO THE DURATION OF THIS WARRANTY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL THE COMPANY BE LIABLE FOR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR SIMILAR DAMAGES, WHETHER OR NOT FORESEEABLE, INCLUDING ANY DAMAGE TO A BUILDING IN WHICH THE PRODUCT IS INSTALLED, ITS CONTENTS OR ANY PERSONS THEREIN RESULTING FROM THE BREACH OF ANY WARRANTY SET FORTH HEREIN. NO FIELD REPRESENTATIVE OR DISTRIBUTOR OR DEALER IS AUTHORIZED TO MAKE ANY CHANGE OR MODIFICATION TO THIS WARRANTY.

To the extent permitted by law, and except to the subsequent owner of the building in which the product is installed, this warranty is not transferable and will automatically terminate if the original Customer sells or otherwise disposes of the product.

This warranty gives you specific legal rights. Other rights, which vary from jurisdiction to jurisdiction, may exist and be applicable to you.

WHAT CUSTOMER MUST DO

To obtain performance under this warranty, the Customer shall notify the Company 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 the Company with an opportunity to investigate the claim and examine the material claimed to be defective. All notifications shall be provided to the Company at the address below. The Company shall then promptly inspect the claimed defective product before the furnishing of any replacement material is approved and the Company 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.

ERIC BISHUN
GENERAL MANAGER

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