

## AKUSTUS Acoustic Products Warranty

### 1-Year Limited Warranty

AKUSTUS warrants the construction and finish of all our products to be free from defects in materials and workmanship for a period of 1 year from the date of purchase, subject to the terms and conditions set forth below:

#### Terms and Conditions

1. Product must be installed in accordance with all applicable AKUSTUS recommendations in effect at the time of installation, using approved installation procedures described in the respective Installation Guide.
2. No water or water vapour from sources including, but not limited to, condensation, leaking pipes and/or ducts or steam must come into contact with the product.
3. No applied finishes, including, but not limited to, paint, varnish or other coating, shall be applied to the manufacturer's original finish.
4. All AKUSTUS sheet goods are subject to a reasonable degree of variation in colour and this possibility should be expected by the Purchaser.
5. All AKUSTUS products may be subject to fire and/or building codes applicable to the specific application they are being purchased for. However, since codes may vary from area to area, the Purchaser is solely responsible for proper application of the purchased AKUSTUS items within the limitations of such codes.
6. AKUSTUS will not accept charges for expenses incurred by the Purchaser in expediting shipments. AKUSTUS will not accept charges for the repair of damage by others. AKUSTUS will not accept in part or in whole, for any reason, any installation cost charge back on products shipped without an explicit prior written approval. Any costs incurred by the customer for installation of goods sold without such prior written approval will be at the customer's sole expense.

#### Exclusions

This warranty does not apply to components not manufactured by AKUSTUS, nor does it cover improperly installed products. This warranty policy does not apply to defects resulting from negligence, misuse, alteration, improper cleaning or spills. AKUSTUS' judgement will be final in all matters concerning the condition of the product, the cause or nature of the defect, and the necessity or manner of repair.

#### Exclusive Warranty and Limitation of Liability

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY AKUSTUS. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. AKUSTUS' OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO THE FURNISHING OF REPLACEMENT PRODUCT AND SHALL CONSTITUTE THE TOTAL LIABILITY OF AKUSTUS AND THE EXCLUSIVE REMEDY OF CUSTOMER. IN NO EVENT SHALL AKUSTUS BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE

PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF AKUSTUS' PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. AKUSTUS 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 AKUSTUS BE LIABLE IN THE EVENT REPLACEMENT MATERIAL VARIES IN COLOUR IN COMPARISON TO THE ORIGINAL PRODUCT. IF AKUSTUS REPLACES ANY MATERIAL UNDER THIS WARRANTY, IT MAY SUBSTITUTE PRODUCTS DESIGNATED BY AKUSTUS TO BE OF COMPARABLE QUALITY OR PRICE RANGE IN THE EVENT THE PRODUCT INITIALLY INSTALLED HAS BEEN DISCONTINUED OR MODIFIED. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS AND/OR AKUSTUS REPRESENTATIVES.