

ABOVE & BEYOND™ EXTENDED LIMITED WARRANTY SUSPENSION SYSTEMS AND ACOUSTICAL CEILING PANEL

WHAT IS COVERED

Subject to the terms, conditions and exclusions below, the Company (as defined below) agrees to extend the manufacturer's original warranty identified below and attached to this extended limited warranty (the "Panel Warranty") on the ceiling panels identified below (the "Panels") used in conjunction with a ROCKFON Chicago Metallic ceiling suspension system for a period of twenty (20) years following the expiration of the Panel Warranty (the "Extended Limited Warranty").

TERMS AND CONDITIONS

The Extended Limited Warranty is subject to the following terms and conditions. Any deviation from the limits, standards, practices, procedures, operating conditions or similar items addressed in the Warranty or below shall void the Extended Limited Warranty.

- 1. The Extended Limited Warranty is subject to all of the terms, conditions, limitations and exclusions set forth in the Panel Warranty. Any amendment of/or addition to the Panel Warranty will not be binding on the Company.
- 2. The Panels must be installed, used and maintained in accordance with all of the original terms, conditions and specifications related to the Panels, and regardless of whether the Panel Warranty required such installation, use or maintenance in order to be effective. The recipient of the Extended Limited Warranty represents that it has complied in all respects with all requirements for the installation and maintenance of the Panels.
- 3. The Extended Limited Warranty is given to the recipient identified below, and may not be transferred or assigned to any other person or entity. The recipient below agrees to inform any purchaser, transferee or assignee of the building in which the Panel is located of such limitation, and agrees to hold the Company harmless against any claims made by any such person or entity under the Extended Limited Warranty.
- 4. Panels eligible for this warranty are only those eligible for the panel manufacturer's 30 year "system" warranty; granted as an extension when panels are purchased with a suspension system.
- 5. The recipient of the Extended Limited Warranty may not make any claim of any nature whatsoever against the Company for the duration of the Panel Warranty, or with respect to any event or condition that existed while the Panel Warranty was in effect.

WARRANTY SUBMISSION AND CLAIMS

This warranty with the information requested below must be on file at the following address:

ROCKFON 4849 South Austin Avenue, Chicago, Illinois 60638.

Claims must be filed at this address within 30 days of observance of the potential defect. The warranty holder must permit the Company or its agent to inspect any potential defect, and to provide

to the Company or its agent records, reports, or any other documents requested by the Company with respect to a claim under this warranty.

LIMITATIONS

If a claim covered by the Extended Limited Warranty is approved in writing by a duly authorized representative of the Company, its sole obligation will be to replace defective Panels with materials of comparable value to the extent commercially available, or to issue a credit against the amount of the original purchase price for the Panels. The foregoing will constitute the exclusive remedy for the Extended Limited Warranty. The Company hereby expressly disclaims any other warranties, whether express or implied, including without limitation warranties of merchantability or fitness for a particular purpose. Liability of the Company is limited to the above, and in no event shall it be liable for any labor, shipping, removal, installation or other charges of a similar type in connection with the Panels, nor shall it be liable for special, punitive, consequential or other damages of any kind.

ACKNOWLEDGEMENT OF RECIPIENT

Company that the following is true	
Date of Panel Installation	
Building Location	
Owner	
Address	
City	
Province/State Postal/Z	<u> </u>
Contractor	<u> </u>
Address	
City	
Province/State Postal/Z	<u>/ip</u>
Panel Mfr	
Panel Brand Name	
The attached original Panel Warra	anty is the original warranty received by the recipient from
the manufacturer of the Panel, and	d is a true, correct and complete copy of same.
	
Signature	Date (m/d/y)

The recipient of the Extended Limited Warranty hereby acknowledges and represents to the

The "Company" is defined as the following company that has sold the Products:

In the United States: Chicago Metallic Company, LLC - 4849 South Austin Avenue, Chicago, Illinois, USA 60638, 708-563-4600 In Canada: Chicago Metallic Canada ULC - 8024 Esquesing Line, Milton, Ontario, Canada L9T 6W3, 905-878-8474