

30-YEAR ACOUSTICAL TILE LIMITED WARRANTY

WHAT IS COVERED

The Company warrants to the Owner (as defined below), for THIRTY (30) Years after installation that the Products (as defined below), when used in the building and handled and serviced only in accordance with the installation and handling instruction contained herein (“intended use”), and/or the current CISCA Handbook and ASTM C367, “Standard Test Methods for Strength Properties of Prefabricated Architectural Acoustical Tile or Lay-In Ceiling Panels”, and ASTM D3273, “Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber” at the date of installation, will be free from defects created in and directly attributable to the Company’s manufacturing process. Products must have been installed within six months after date of sale.

If the Products do not conform to this warranty, the Company will, at its own election, replace the Product with like quantities delivered to the original point of delivery, repair the damaged Product, or refund the original purchase price of the damaged Product. The term of the warranty for any replacement products will be the time remaining on this original warranty for the Products at the time the nonconformance was discovered.

“The Owner” is defined as the owner of a building or structure incorporating the Products at the time the warranty claim accrues. The “Products” are the Company’s products whose product packaging or literature states that the Products are covered by the “30-Year Acoustical Tile Limited Warranty” issued by the Company.

WHAT IS NOT COVERED

The Warranty does not cover any damage or change to the Products resulting from improper material handling or storage, water, moisture, fire, chemical fumes, bacteria, mold, fungi, wind, accident, disaster, non-intended use, improper installation, abuse, failure of other system components or modification. The Products must not be stacked higher than specified on the “Instructions for Transport, Storage and Handling of ROCKFON Tiles”. See “Instructions for Transport, Storage and Handling of ROCKFON Tiles” and specification data sheets and additional Exclusions and Limitations, below, for more details.

CLAIMS PROCESS

The Owner, within 30 days after it or its representatives knew or should have known information suggesting a possible warranty claim, shall provide written notice to the Company, at the appropriate address below, including a full statement of the Owner’s identity, building location, Product description and all other relevant information which the Company may require to evaluate the claim. With the written notice, the Owner must provide documentary evidence as to the date of sale and installation including, for example, sales receipts. Failure to initiate the claim in this manner and within this timeframe voids this warranty. No claim or suit may be brought more than one (1) year after Owner knew or should have known of the nonconformance.

SAMPLING AND TESTING

All sampling and testing of the Products subject to a claim under this warranty must be conducted in accordance with the prescribed methods from the Company and in the presence of a Company representative, with 30 days written advance notice to the Company of the time of testing. All sampling and testing costs incurred by the Owner in connection with a claim under this warranty

are the sole responsibility of the Owner. The Company shall be entitled to test samples at its own expense.

EXCLUSIONS and LIMITATIONS

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE COMPANY EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY, DURABILITY FOR A PARTICULAR PERIOD OF TIME, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM LATENT DEFECTS, AND NON-INFRINGEMENT, AND ANY OTHER WARRANTIES ARISING BY LAW, OTHER AGREEMENT, USAGE OF TRADE, COURSE OF DEALING OR OTHERWISE, EVEN IF THE COMPANY HAS KNOWLEDGE OF HOW THE PRODUCTS ARE TO BE USED.

THE COMPANY SHALL NOT BE LIABLE TO THE OWNER FOR ANY INCIDENTAL DAMAGES INCLUDING, WITHOUT LIMITATION, FOR INSPECTION, RECEIPT, TRANSPORTATION AND CARE AND CUSTODY OF PRODUCTS RIGHTLY REJECTED.

All Products must be installed and maintained in accordance with the instructions contained herein, the current CISCA Handbook and ASTM C367, "Standard Test Methods for Strength Properties of Prefabricated Architectural Acoustical Tile or Lay-In Ceiling Panels", and ASTM D3273, "Standard Test Method for Resistance to Growth of Mold on the Surface of Interior Coatings in an Environmental Chamber" at the date of installation.

Care must be taken that the Products are not damaged during delivery and while they are stored at the job site; any damage to the product during transport or storage will void warranty coverage. The Products must always be protected from vibration, direct contact with water including condensation, and chemical fumes, both before and after installation. The Products may not be used in exterior applications.

All Products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth on ceiling panels.

Damage that may occur from vibrations, fire, water, freezing temperature, accident, any form of abuse or exposure to abnormal conditions is not covered in this warranty. If subject to abnormal conditions, the Products should be removed immediately and replaced once the conditions are normal.

The Products must be installed only in areas where the temperature and humidity conditions are below 100% relative humidity and no condensation is present.

No water or water vapor from sources including, but not limited to, condensation, leaking pipes and/or ducts or steam must come in contact with the Products.

The Products must not be used to support any other material, including, but not limited to, light fixtures or mechanical equipment.

Prior to installation, the Products must be stored in a dry and clean area, protected from possible damage caused by rain, snow, and excessive moisture and condensation. The Products must also be protected against possible impacts and abrasions while on the construction site.

The plenum space above the Products must not be used as a duct to supply conditioned air to the building. Also, the plenum shall not be vented to the outside air in such a way as to allow humidity above warranty conditions to exist within the plenum.

No applied finishes, including, but not limited to, paint, varnish or other coating, shall be applied to the manufacturer's original finish. Any claims for defects relating to color or finish appearance are only valid at the time of installation. The Company shall not be liable for any variations in color or finish appearance after the time of installation.

The Company 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 the Company be liable in the event replacement material varies in color in comparison to the original product. If the Company replaces any material under this warranty, it may substitute products designated by the Company to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

ANY DEVIATION FROM THE TERMS AND CONDITIONS ABOVE VOIDS THE WARRANTY.

THE COMPANY SHALL NOT BE LIABLE TO THE OWNER FOR ANY CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOST REVENUES OR PROFITS, LOSS IN REAL ESTATE OR OTHER PROPERTY VALUE, ARCHITECT OR ENGINEER FEES, CONTRACTOR OR LABOR COSTS TO REMOVE AND/OR REPLACE THE PRODUCTS, AND LOSSES OR COSTS FROM EXTRA HEATING OR COOLING REQUIREMENTS.

IN NO EVENT SHALL THE COMPANY BE LIABLE TO THE OWNER UNDER ANY THEORY OF LAW (CONTRACT, TORT, OR OTHERWISE) FOR AN AMOUNT WHICH EXCEEDS THE TOTAL DOLLAR VALUE OF THE PRODUCTS PURCHASED BY THE OWNER HEREUNDER.

THIS WARRANTY IS LIMITED TO THE OWNER, AS DEFINED HEREIN, AND THE COMPANY MAKES NO WARRANTY AS TO ANY OTHER PARTIES.

THE ABOVE WARRANTY IS THE SOLE AND EXCLUSIVE WARRANTY MADE BY THE COMPANY WITH RESPECT TO THE PRODUCTS COVERED HEREUNDER. THE COMPANY'S AGGREGATE LIABILITY ARISING UNDER THIS LIMITED WARRANTY SHALL NOT EXCEED THE ACTUAL PURCHASE PRICE PAID FOR THE RELEVANT PRODUCT.

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 cs@rockfon.com
In Canada: Chicago Metallic Canada ULC - 8024 Esquesing Line, Milton, Ontario, Canada L9T 6W3, 905-878-8474