

Acoustical Ceiling Panel 10-Year 104/95 Limited Warranty

Products Covered

This limited warranty covers the following fiberglass and gypsum products: Aquarock™; CertaSize™ Symphony® f, Horizon, Mirage, Open Plan™, Prima™, Symphony® f; Rx Symphony® f; Theatre® Black f; and Versatone™.

10-Year Limited Warranty

CertainTeed Ceilings Corporation warrants certain Gypsum and Fiberglass Ceiling Panels described above against visible sag, warping, shrinking, buckling and delamination as a direct result of manufacturing defects for ten (10) years from the date of installation of the ceiling panels. CertainTeed Ceilings fiberglass panels are also warranted to be free from mold and mildew growth for the warranty period due to the inherent characteristics of the products. This limited warranty is subject to the terms and conditions outlined below:

Terms and Conditions

1. The ceiling panels must be installed in accordance with all applicable CertainTeed recommendations in effect at the time of installation, using approved installation procedures described in the Ceiling Systems Handbook published by the Ceilings & Interior Systems Construction Association.
2. The ceiling panels must be installed only in areas where the temperature and humidity conditions do not exceed 104 degrees Fahrenheit (40°C) and 95% relative humidity following installation with the environmental conditions being controlled within those limits. Any deviation from those limits in the building or portions of the building where the ceiling panels are installed shall void the warranty.
3. 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 ceiling panels or suspension system.
4. Except for fiberglass insulation installed in accordance with CertainTeed recommendations, the ceiling panels must not be used to support any other material, including, but not limited to, light fixtures or mechanical equipment.
5. Prior to installation, the ceiling panels must be stored in a dry and clean area, protected from possible damage caused by rain, snow, and excessive moisture (including relative humidity above 90%). The ceiling panels must also be protected against possible impacts and abrasions while on the construction site.
6. The plenum space above the ceiling panels 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.
7. No applied finishes, including, but not limited to, paint, varnish or other coating, shall be applied to the manufacturer's original finish. In the event of ceiling panel material replacement pursuant to the above terms, the original warranty shall apply to the replacement material and will extend for the balance of the warranty period in effect at the same time the material proved defective. Ceiling panel material 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 material sample.
ANY DEVIATION FROM THE TERMS AND CONDITIONS ABOVE VOIDS THE WARRANTY.

Exclusions

Damage caused by improper maintenance; abuse; fire; exposure to smoke, fumes, chemical vapors, exterior elements, freezing temperatures, and vibrations; and normal wear and tear is not covered by this warranty.

What the Customer Must Do

If you believe CertainTeed ceiling panels exhibit a manufacturing defect during the warranty period, you must provide written notice to CertainTeed within 30 days after first observing this condition to the following address: CertainTeed Ceilings Corporation, Technical Services Department, 20 Moores Road, Malvern, PA 19355. If upon investigation, CertainTeed finds a manufacturing defects covered under this warranty exists, customer's sole remedy and CertainTeed's sole liability shall be limited to CertainTeed furnishing replacement ceiling panels of the same or similar type and grade in an equal number to that which is determined to be defective. CertainTeed does not warrant that the replacement ceiling panels will match the exact color of remaining in-place panels. CertainTeed shall not be responsible for any installation or replacement costs.

EXCLUSIVE WARRANTY AND LIMITATION OF LIABILITY

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. 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. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO THE FURNISHING OF REPLACEMENT PANELS AND/OR SUSPENSION SYSTEMS AND SHALL CONSTITUTE THE TOTAL LIABILITY OF CERTAINTEED AND THE EXCLUSIVE REMEDY OF CUSTOMER. IN NO EVENT SHALL CERTAINTEED 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 CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION. CERTAINTEED 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 CERTAINTEED BE LIABLE IN THE EVENT REPLACEMENT MATERIAL VARIES IN COLOR IN COMPARISON TO THE ORIGINAL PRODUCT. IF CERTAINTEED REPLACES ANY MATERIAL UNDER THIS WARRANTY, IT MAY SUBSTITUTE PRODUCTS DESIGNATED BY CERTAINTEED 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 CERTAINTEED REPRESENTATIVES.

Owner: _____

Address: _____ City: _____

State/Province: _____ Zip/Postal Code: _____ Country: _____

Contractor/Installer: _____ Date Installed: _____