

1 – YEAR CEILING ACCESSORY LIMITED WARRANTY

WHAT IS COVERED

The Company warrants to the Owner (as defined below), for ONE (1) Year after installation that the Products (as defined below), will be free from defects created in and directly attributable to the Company's manufacturing process provided the Products are installed and maintained in strict accordance with Sellers recommendations and specifications.

If 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" covered under this warranty include: Rockfon Plenum Barrier Board.

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, wind, accident, disaster, non-intended use, improper installation, abuse, failure of other system components or modification. See 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 and location 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.

The limited warranty for the Product covered under this warranty is subject to the following terms and conditions. Any deviation from the limits, standards, practices, procedures, operating conditions or similar items addressed below shall void this limited warranty. The limited warranty is given to the owner of the building in which the Product is installed and may not be transferred or assigned to any other person or entity.

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 Product must be stored in a dry and clean area while in the possession of any party other than the company, and must not be damaged in any way prior to, during or after installation.

The Product must be installed and maintained in accordance with the current Company's Specification Guidelines and best industry practices.

The Product must be protected from contact with water (including condensation and steam), and chemical substances, fumes or vapors before, during and after installation.

The Products must not be used to support any other materials or items.

The Company reserves the right to discontinue or modify any of its products 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 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: ROXUL USA Inc. - 4849 South Austin Avenue, Chicago, Illinois, USA 60638, 708-563-4600 cs@rockfon.com
In Canada: ROXUL Inc. - 8024 Esquesing Line, Milton, Ontario, Canada L9T 6W3, 905-878-8474