

Felt Ceilings One Year Limited Warranty

ONE (1) YEAR LIMITED WARRANTY

CertainTeed Ceilings Corporation ("CertainTeed"), subject to the conditions and limitations set forth below, warrants its Baffle and Open Cell Felt Ceilings Systems, including pre-assembled brackets, ("Ceiling Systems") to be free from manufacturing defects for a period of one (1) year after delivery.

TERMS AND CONDITIONS

Should any manufacturing defect occur within one (1) year of delivery, CertainTeed will, at its option, repair or provide replacement Ceiling Systems to the original purchaser of the Ceiling Systems or a subsequent owner of the building for the portion of the Ceiling Systems determined by CertainTeed to be defective. Labor and tear-out costs of any kind incurred in removal and replacement of the defective portion of the Ceiling Systems are not included. In lieu of providing replacement material, CertainTeed reserves the right to, at its sole discretion, refund the original amount paid for the portion of the Ceiling Systems determined by CertainTeed to be defective (excluding the costs to install).

In the event of a 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 remaining at the time the Ceiling Systems was determined by CertainTeed to have a defect.

LIMITATIONS

CertainTeed shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from, caused by or in connection with:

- misuse, abuse, neglect or improper handling or storage;
- improper installation or maintenance, or installation not in strict adherence to written Installation Guide or use of the Ceiling System for exterior installation or improper suspension system;
- fire, earthquake, lightning, hurricane, tornado or other violent storm or casualty, or other acts of God;
- materials used as a ceiling base upon which ceiling system is installed;
- movement, distortion, vibration or cracking;
- accident, exposure to chemical fumes or corrosive agents;
- exposure to temperatures below 40°F or in excess of 120°F;
- exposure to humidity below 25% or above 85%;
- exposure to standing water, mold, mildew, moisture from leaks or condensation;
- product modification or alterations, tampering, vandalism or failure to properly maintain or service products as per CertainTeed's recommended Installation Guide and industry customary Ceilings and Interior Systems Contractors Association (CISCA) practices;
- buildup of dirt or dust on any material that causes microbial growth; or
- any cause not as a result of a manufacturing defect.

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.

Ceiling Systems shall not be considered defective with respect to variation in the fiber material base, such as texture or color, so long as CertainTeed determines that the texture or color at the time of installation does not vary unreasonably from the material sample.

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 REPAIR, REFUND OR THE FURNISHING OF REPLACEMENT CEILING SYSTEMS CONSISTENT WITH THE TERMS OF THE LIMITED WARRANTY 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.

THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS AND/OR SELLER REPRESENTATIVES.

WHAT THE CUSTOMER MUST DO

To obtain performance under this warranty, the purchaser or subsequent owner shall notify CertainTeed in writing of any claimed manufacturing defect within thirty (30) days following its discovery and shall submit with such notification, proof of date of purchase and Ceiling System delivery and installation dates, in order to provide CertainTeed an opportunity to investigate the claim and examine the material claimed to be defective.

The purchaser shall obtain a written return authorization from CertainTeed and thereafter deliver the defective Ceiling System component to the CertainTeed's warehouse or to such other destinations as CertainTeed may specify. No claim against CertainTeed shall be allowed for Ceiling System components returned without CertainTeed's written authorization. All transportation costs and charges incurred in connection with the repair or replacement of any Ceiling System components covered by this warranty shall be for the account of the purchaser. CertainTeed shall then promptly inspect the claimed defect prior to the furnishing of any repair or replacement. Upon approval, and within a reasonable period of time, CertainTeed will repair or provide the replacement Ceiling System component. In lieu of providing replacement Ceiling System or component, shall refund the amount paid for the defective Ceiling System component, excluding the costs to install.

Owner: _____

Address: _____ City: _____

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

Contractor/Installer: _____ Date Installed: _____