

Ecophon Fade Duo 1-Year Limited Warranty

CertainTeed Ecophon® Fade™ Duo Acoustical Fiberglass & Plaster System: 1-YEAR LIMITED WARRANTY

CertainTeed Ceilings Corporation, subject to the conditions and limitations set forth below, warrants its Ecophon® FADE™ Duo Acoustical Fiberglass & Plaster System is free from manufacturing defects for a period of 1-year following installation subject to the terms and conditions set forth below.

TERMS AND CONDITIONS

Should any manufacturing defect occur during said 1-year period, CertainTeed will provide replacement system material to the original purchaser of the material or a subsequent owner of the building if the portion of the Ecophon® FADE™ Duo Acoustical Fiberglass & Plaster System is determined to be defective; but not including labor costs and tear-out costs incurred in removal of defective material or installing the replacement material. In lieu of providing replacement material CertainTeed reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).

In the event of Ecophon® FADE™ Duo Acoustical Fiberglass & Plaster System 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. Ecophon® FADE™ Duo Acoustical Fiberglass & Plaster System 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.

LIMITATIONS

CertainTeed shall not be liable for, and this warranty does not apply to, any failure, defect or damage resulting from or connected with misuse, abuse, neglect or improper handling or storage, improper installation or maintenance, or installation not in strict adherence to written instructions; fire, earthquake, lightning, hurricane, tornado or other violent storm or casualty, or other acts of God; defects in, failure of or damage caused by materials used as a ceiling base upon which ceiling system is installed or by movement, distortion, cracking.

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.

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 SYSTEM COMPONENTS 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.

WHAT THE CUSTOMER MUST DO

To obtain performance under this warranty, the purchaser shall notify CertainTeed in writing of any manufacturing defect within thirty days following its discovery and shall submit with such notification proof of date of purchase and ceiling panel system installation, in order to provide CertainTeed an opportunity to investigate the claim and examine the material claimed to be defective. All notifications shall be provided to: CertainTeed Ceilings Corporation, Technical Services Department, 20 Moores Road, Malvern, PA 19355. CertainTeed shall then promptly inspect the claimed defect prior to the furnishing of any replacement material. Upon approval, and within a reasonable period of time, CertainTeed will provide the replacement material (or in lieu of providing replacement material shall refund the amount paid for the defective material) in accordance with the terms set forth above.

Owner: _____

Address: _____ City: _____

State/Province: _____ Zip/Postal Code: _____

Contractor/Installer: _____ Date Installed: _____