

ACOUSTICAL WALL PANELS, DIMENSIONAL PANELS, BAFFLES, CLOUDS AND DIFFUSERS

ONE (1) YEAR LIMITED WARRANTY

Please read the following terms carefully, as they are affected by the installation conditions. Acoustic Enterprises (AEI) does not assume nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability. This express warranty constitutes the entire obligation of Acoustic Enterprises Inc. and there are no other warranties expressed or implied, including any warranty of merchantability or fitness for any purpose whatsoever.

Subject to the conditions and limitations herein, the custom manufactured acoustical panels are to be free of defects in workmanship and materials for a period of one (1) year from date of shipment. Acoustic Enterprises Inc., subject to the conditions and limitations set forth below, warrants its products to be free from defects in workmanship and materials under normal use and conditions.

Warranty coverage does not include any defect or performance deficiency which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or alteration of the product(s) by persons other than AEI employees, combining incompatible products, use of incompatible products, use of incompatible materials, accessories or supplies, exposure to chemicals, site-induced environmental factors, water damage, fires, floods and other similar and dissimilar natural causes, damage, neglect, alteration, or any impairment of product (s) resulting from causes or conditions not associated with ordinary storage handling, installation, maintenance, service, or use, or any acts omissions, causes, or events beyond the control of AEI. Furthermore, warranty coverage does not extend to any defect in the product (s) caused by (a) storage, handling, installing or processing the product (s) under environmental conditions exceeding those recommended by AEI or generally accepted by industry for the product(s).

The manufacturer (AEI) is not responsible or liable for claims if installation instructions are not followed, including but not limited to hardware instructions, if applicable. Nor is AEI responsible or liable for labor and associated costs, over and above the cost for replacement materials. No damage claims are accepted when panels have been field cut by contractor; however, AEI can remake any panels that have been damaged in the field at customer's expense. All panels are manufactured to the specification of the contractors/customers cut list and architectural plans. Any discrepancies in panel dimension, etc. will need to be examined by AEI to determine if panel was manufactured incorrectly before replacement will be honored at no charge.

Manufacturer (AEI) will not be liable for direct, consequential or incidental damages, including without limitation lost profits, punitive damages, loss of use damages, loss of value damages, damage to other property, etc. even if the manufacturer is aware of the possibilities of these damages occurring. All claims under this Limited Warranty must be made in writing within the warranty period or such claims are waived.