

40-YEAR SUSPENSION SYSTEM LIMITED WARRANTY

WHAT IS COVERED

The Company warrants, for the period from the date of significant installation through 40 years (the useful life of its ceiling suspension systems), that the suspension systems, when installed and maintained in accordance with the manufacturer's recommendations, shall not incur 50% red rust as defined by ASTM B-117 test procedures in effect at the time of installation, as a result of defects in materials or manufacturing.

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 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 suspension systems 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 a suspension system is installed at the time of installation, and may not be transferred or assigned to any other person or entity.

- 1. The suspension systems 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.*
- 2. The suspension systems must be installed and maintained in accordance with the current Company's Specification Guidelines and best industry practices, including without limitation ASTM C-636 "Standard Practice for Installation of Metal Ceiling Suspension Systems for Acoustical Tile and Lay-in Panels."*
- 3. The suspension systems must be protected from contact with water (including condensation and steam), and chemical substances, fumes or vapors before, during and after installation. This limited warranty does not cover rusting due to any of the foregoing, or from any building or plumbing leaks, standing water, rain, snow, damage by fire, accident, acts of God, freezing temperatures, the failure of any HVAC system or systems, or any other form of intentional or unintentional misuse or abuse. Contact with dissimilar metals must be avoided.*



4. The suspension systems shall be installed only in areas clean and free from excessive dirt and debris.
 - a. Electro-galvanized suspension systems: Installation must occur in enclosed spaces with temperature and humidity approximating final occupancy conditions. These suspension systems are not intended for exterior applications.
 - b. Hot-dipped galvanized suspension systems: Installation may occur before the space is enclosed and HVAC systems are operating. Installation may occur in 100% Relative Humidity with temperatures at 120 degrees; however, these suspension systems are not to be installed in exterior applications.
 - c. Performance suspension systems: 1830 G-60 HDG steel, 730 stainless steel, 830 aluminum and fiberglass reinforced plastic (FRP) systems may be installed in 100% Relative Humidity with temperatures at 120 degrees. 1830 G-60 HDG steel, 730 stainless steel and 830 aluminum systems may be installed in exterior applications. These installations must be in compliance with the company guidelines.
5. The suspension systems must not be used to support or hang any other materials or items except those which are intended to be supported or hung in conjunction with the suspension systems, such as light fixtures or mechanical equipment, without written guidelines from the Company.

ANY DEVIATION FROM THE TERMS AND CONDITIONS ABOVE VOIDS THE WARRANTY.

THE COMPANY SHALL NOT BE LIABLE TO THE OWNER FOR ANY CONSEQUENTIAL OR DIRECT 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

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