



Limited Warranty Statement for Acoustic Design Lab Products

Acoustic Design Lab ("ADL", "we" and/or "our") extend this warranty to the original end purchaser ("you" and/or "your") of ADL's products, components and materials as listed on your invoice. This warranty expressly excludes any and all additional materials, adhesives, fasteners and/or substrates used in conjunction with or connection to ADL's acoustic materials, products and systems ("products"). This Warranty provides you specific legal rights, and you may have other rights which vary from state to state. This Warranty supersedes rights arising from the Uniform Commercial Code as adopted in Your state.

We warrant to the original end purchaser that all ADL products are free from manufacturing defects for the Warranty Period when handled, stored and installed properly per the Handling & Care Guidelines and under normal use and conditions. This Warranty is subject to the terms herein as listed in the "Limited Warranty". "Warranty Period" means the three years from the date of delivery of the product to You. In the event of a "Warranty Claim" for a multiple stage project, the Warranty Period commences upon the delivery date of the specific Product for which Warranty Coverage is being sought.

Warranty Exclusions and Limitations:

This Warranty does not include nor cover any damages, defects, performance deficiencies, or changes to ADL products or other claims directly or indirectly based on or resulting from, in whole or in part, any one or more of the following:

- exposure to excessive variations in heat, humidity, moisture or dryness, including water saturation and/or direct or indirect exposure to the elements, chemicals, smoke, or similar abnormal conditions;
- abuse, accident, abuse, fire, flood, misuse, neglect, normal wear and tear or vandalism;
- alterations, faulty or unauthorized, of the product by the installer, end user or any other entity
- non-intended use of the products or use with incompatible substrates, materials or adhesives;
- improper handling, storage, installation, or application;
- subtle variations in color, shade or orientation of texture or grain inherent to the nature of manufacturing process and/or processing of post-consumer materials
- claims, issues, or failures resulting from fasteners, hardware, components and other accessories that are manufactured and warranted by third parties (e.g. Griplock® systems) and provided and/or specified or recommended for use by ADL and which items are covered by third party manufacturer's product warranty;
- any damage caused during shipping, receiving and storage is not covered under this Warranty.

This Warranty does not cover the following:

- costs or damages associated with the removal or reinstallation of the product and/or substrate
- costs of labor or administrative costs directly or peripherally related to moving or removing any materials, fixtures, furniture, furnishing or items other than the specifically warranted product(s).
- costs of suitably packaging the Product for return
- any costs associated with returning the Product in the event the Warranty claim is denied

If the Warranty Claim is validated and tacitly authorized in writing, ADL will reimburse the return shipping cost and cover the shipping cost of the replacement product.

Disclaimer: This Warranty constitutes the entire obligation of ADL and represents the exclusive and sole remedy available. This Warranty supersedes any other implied representations verbal and/or written. ADL specifically disclaims any other warranties, including implied warranties by any third party, of quality, merchantability or suitability for any particular purpose, or any warranties alleged to arise from course of indirect trade, dealer or distributor sales.

This Warranty may not be altered, modified, reinterpreted or expanded by any entity including distributors, dealers, sellers, resellers, employees and/or independent representatives. ADL shall in no event be liable for incidental or consequential losses, liabilities, damages or expenses in connection with ADL products, support materials, hardware and/or adhesives. ADL's liability and your remedy for breach of the Warranty are expressly limited to the replacement of any product, material or component out of compliance with this Warranty or, at ADL's sole discretion, to offer a partial or full refund as provided below. Some states do not permit the exclusion or limitation of implied warranties or consequential damages, so the preceding limitations and exclusions may not apply to you. In no event shall ADL be liable under any theory of law (contract, tort, or otherwise, including negligence) for an aggregate amount exceeding the total original purchase price of the products subject to the Warranty Claim.

Warranty Claim Process

You must notify Acoustic Design Lab in writing at the physical or email address as specified on this Warranty. You must provide written notice of the conforming claim within thirty days of first observation of the basis of the claim or from when you should have discovered the defect in the ordinary exercise of due care. You must comply with Our reasonable direction in preserving and allowing ADL or an authorized representative inspect and validate the claimed defect, including where requested, by providing photographic evidence of and/or returning the defective Product.

Any failure to comply with the foregoing, including resulting from the repair, removal, or replacement of the Product prior to claim validation will void the Warranty. All claims under this Warranty must be made in writing within the Warranty Period or such claims are waived. Following receipt and our validation of a Warranty claim by You, ADL at its sole option and discretion, and as the sole remedy shall either provide conforming product to replace the nonconforming or defective product or refund the original purchase price of the product or a combination thereof.

ADL reserves the right to discontinue or modify any of its products, including the color, thickness, density or other technical or visual specification thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall ADL be liable in the event replacement product has subtle and otherwise normal and market acceptable variations in color when compared to the original product. If ADL replaces any material under this Warranty, it may substitute products designated by Kirei to be of comparable quality or price range in the event the product subject to the Warranty claim has been discontinued or modified.