



Limited Warranty for Koroseal Acoustical Treatments

Koroseal Interior Products, LLC (KIP) warrants to Customer that the Products sold by KIP will be free from defects in materials and workmanship for one (1) year from the date of substantial complete of the project.

KIP INCLUDES AN INSTALLATION INSTRUCTION AND CARE SHEET WITH EACH CARTON OR CRATE OF ACOUSTICAL PRODUCT SOLD. Warranty coverage is subject to the condition that all KIP instructions for installation and care of the Products are followed. IF THE INSTALLATION INSTRUCTION AND CARE SHEET DOES NOT ACCOMPANY ANY PRODUCTS SOLD BY OR FOR KIP, CONTACT KIP DISTRIBUTOR BEFORE INSTALLATION COMMENCES.

In the event KIP determines that any Product Supplied by KIP does not meet any warranty, KIP will replace each such Product or (at KIP's option) shall refund the net purchase price (after cash and other discounts). All warranty claims are subject to prorated charges for any service rendered during the warranty period.

No warranty claim will be allowed by KIP with respect to any Product purchased for further processing unless KIP is notified of any alleged defect within 30 days after delivery to Customer and KIP is provided with reasonable opportunity to examine the Product before its use or further processing. This warranty is subject to the further conditions that Customer notifies KIP immediately in the event any product at any time demonstrates any defect in materials or workmanship

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 KIP employees, combining incompatible products, use of incompatible products, use of incompatible materials, accessories or supplies, fires, floods and other similar and dissimilar natural causes, damage, neglect, alteration, or any impairment of the 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 KIP. 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 KIP or generally accepted by industry for the Product(s), or (b) any storage, handling, manufacturing, installation or fabrication process used by Customer

involving the Product(s), or (c) any failure to install the Products in accordance with KIP's instructions or recommendations or any generally accepted industry standards or practices for installation or use of acoustical products, accessories or supplies.

THE WARRANTY SET FORTH ABOVE IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE EVEN IF SUCH PURPOSE IS KNOWN TO KIP, AND IN LIEU OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF KIP. KIP NEITHER ASSUMES (NOR HAS AUTHORIZED ANYONE TO ASSUME FOR IT) ANY OTHER WARRANTY OR LIABILITY IN CONNECTION WITH ITS PRODUCTS.

LIMITATION OF LIABILITY

CUSTOMER'S SOLE REMEDIES WITH RESPECT TO THE PRODUCTS ARE SET FORTH IN THE PRICE LIST. KIP WILL HAVE NO LIABILITY FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES BY REASON OF ANY ACT OR OMISSION ARISING OUT OF OR IN CONNECTION WITH ITS PRODUCTS, OR THE SALE, DELIVERY, INSTALLATION, MAINTENANCE, OPERATION, PERFORMANCE, OR USE OF ITS PRODUCTS, including (by way of example and not by way of limitation) any damages, expenses, or losses incurred by reason of loss of use, lost revenues, lost profits, damage to associated equipment or to facilities, costs of capital or labor, costs of substitute products or facilities, cost of substitute or replacement products or services, costs associated with loss of goodwill or reputation, costs associated with downtime, damages or replacement costs related to tools, building materials, furnishings, or decorations, and any similar and dissimilar damages, expenses, or losses, whether any such liability is based on contract, tort, or other legal or equitable principles. IN NO EVENT SHALL KIP'S LIABILITY EXCEED THE PURCHASE PRICE OF THE PRODUCTS.

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