

WARRANTY

Saint Gobain Ecophon AB (Ecophon), subject to the conditions and limitations set forth below, warrants its Ecophon resin bonded glass wool ceiling system and wall panels to be free from manufacturing defects for a period of 10 years following installation.

Should any manufacturing defect occur during said 10 year period, Ecophon will provide replacement ceiling system or wall panel material to the original purchaser of the material or a subsequent owner of the building in which installed for that portion of the system determined to be defective (but not including labour costs and tear-out and disposal costs incurred in removing defective material or installing the replacement material), provided, however, in lieu of providing replacement material Ecophon reserves the right to, at its sole discretion, refund that amount paid for the defective material (excluding costs to install).

In the event of ceiling system material replacement pursuant to the above terms, the warranty on the said replacement material will extend to the balance of the original warranty period in effect at the time the material proves defective.

Ceiling systems material shall not be considered defective with respect to colour, so long as the colour at the time of installation does not vary unreasonably from the material sample.

LIMITATIONS

Ecophon 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, lighting, hurricane, tornado or other violent storm casualties, or other acts of God; defects in, failure of or damage caused by materials used as a ceiling base under which the ceiling system is installed or by movement, distortion, cracking or settling of walls or the foundation of the building; exposure to harmful chemicals; or any other cause, such as normal wear and tear, not involving inherent manufacturing defects in the material supplied by Ecophon. This warranty does not apply to material which has been painted, varnished or similarly coated over the manufacture's original finish.

Ecophon reserves the right to discontinue or modify any of its products, including the colour thereof, without notice and shall not be liable as a result of such discontinuance or modification, nor shall Ecophon be liable in the event replacement material may vary in colour in comparison to the original product. If Ecophon replaces any material under this warranty, it may substitute products designated by Ecophon to be of comparable quality or price range in the event the product initially installed has been discontinued or modified.

OTHER CONDITIONS

This warranty is expressly in lieu of all other oral or written warranties, liabilities or obligations of Ecophon. In no event shall Ecophon be liable for consequential or incidental damages of any kind, including any damages to the building, its content or any person therein, resulting from the breach of any warranty set forth therein. No representative from Ecophon or its distributors or dealers is authorised to make any change or modification to this warranty.

WHAT THE PURCHASER MUST DO

To obtain performance under this warranty, the purchaser shall notify Ecophon in writing of any manufacturing defect within 30 days following its discovery and shall submit with such notification proof of date of purchase and ceiling system installation, in order to provide Ecophon an opportunity to investigate the claim and examine the material to be claimed to be defective. All notifications shall be provided to Ecophon at the address of the export office: Saint Gobain Ecophon AB; Box 500, S-260 61 Hyllinge. Ecophon shall then promptly inspect the claimed defect before the furnishing of any replacement material (or in lieu of providing replacement material shall refund that amount paid for the defective material) in accordance with the terms set forth above.