

### Acoustical Surfaces, Inc – Envirocoustic Wood Wool Fifteen (15) Year Warranty

# **Effective January 2020**

Please read the following terms carefully, as they relate to ASI products and are affected by the installation conditions.

Acoustical Surfaces, Inc. (ASI) does not assume nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability.

ASI products are warranted to be free from defects in materials or factory workmanship, when properly installed, for fifteen (15) years from the date of purchase. Products with obvious flaws or defects in materials or factory workmanship must be reported to ASI within thirty (30) days of the date of shipment to the customer.

This limited warranty is subject to further conditions listed below. This warranty is made directly to ASI's customer. Upon full payment by the customer for the goods supplied by ASI, the warranty may be transferred by the customer to the owner of the building where the products were installed. Upon transfer, the warranty will remain subject to the terms and conditions of ASI's agreement with the customer.

All ASI limited warranties are subject to use and storage under normal conditions. Abnormal Conditions include exposure to chemical fumes, vibrations, presence of standing water, moisture coming into direct contact with the products, such as could result from building leaks or condensation, excessive or moderate humidity, excessive or moderate temperatures, excessive dust or dirt buildup, use of tape or adhesives, or abuse.

### **ASI Actions:**

This warranty against defective products is limited in liability to the repair or replacement of ASI products. Subject to the return of defective products and confirmation by ASI of such product failure, ASI will deliver, at ASI's expense, F.O.B., to the original order destination, new product, of the same or similar type and grade, in an amount equal to that which is determined to be defective. ASI reserves the right to repair or replace products at our sole discretion.

#### **Not Covered Under This Warranty:**

Damage which may occur from vibrations, fire, water, chemical fumes, freezing temperatures, accident or any form of abuse, or exposure to Abnormal Conditions is not covered by this warranty. If subjected to Abnormal Conditions, the product should be removed immediately and replaced once the conditions of installation are normal. The growth of mold is not covered by this warranty nor is it the responsibility of ASI. All products should be maintained to avoid excessive dirt or dust buildup or the presence of excessive moisture that would provide a medium for microbial growth.

ASI wood products will have natural variations due to the characteristics of the wood or veneers. This warranty does not extend to sagging or warping or to variations in color, texture, or grain, which are due to natural variation in the characteristics of the wood or veneers; or changes in color or fading resulting from changes in the site condition, direct exposure to sunlight or partial exposure to a light source; any failure or defect caused by the material becoming either overly dry or moist, such as may result by placement of panels directly facing air vents or radiant heat source, or failure to seal full cut edges in accordance with ASI's installation instructions.

Due to the manufacturing process, ASI fiber products may include color inconsistencies, including dye lot variations, flecks, specks and other slight surface blemishes. Additionally, manufacturing tolerances may vary +/- 1/8" and exact size and other unavoidable variables such as lighting conditions, pattern matching, directional materials and expansion & contraction due to environmental conditions may occur. This warranty does not extend coverage to issues related to the above referenced unavoidable variances or factors.

This warranty does not extend to damages, misuse, abuse, the removal and reinstallation or the labor to do so.

THIS EXPRESS WARRANTY CONSTITUTES THE ENTIRE OBLIGATION OF ASI AND THERE ARE NO OTHER WARRANTIES EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PURPOSE WHATSOEVER. LIABILITY IS LIMITED TO THAT SET FORTH BELOW AND ASI SHALL IN NO EVENT BE LIABLE FOR ANY INSTALLATION OR REMOVAL COST OR FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR PERSONAL INJURY.

## **Warranty Conditions**

All ASI products shall be installed in accordance with written ASI installation instructions and/ or approved shop drawings in effect at the time of installation, as well as customary industry standard practices. ASI shall have no responsibility for defective processing or alteration to the products by others after shipment. Any additional mounting parts such as lighting or ventilation facilities shall be suspended separately and supported securely by the substructure in accordance with ASI installation instructions. Prior to installation, all products must be kept clean and dry in an environment that is continuously between the temperature and relative humidity levels set out below and not subject to any Abnormal Conditions.

To ensure that the wood products have stabilized to the current building conditions prior to their installation, the panels must be placed in an environmentally stable building location for a minimum of 72 hours. Remove plastic wrap, if applicable, to allow products to acclimatize. Installation of the products shall be carried out where the temperature is between 55°F and 80°F, and relative humidity levels maintained between 25% RH and 55% RH. These temperature and humidity conditions must be met throughout the lifetime of the warranty. It is necessary for the area to be enclosed and for the HVAC systems to be functioning and in continuous operation. All wet work (plastering, concrete, etc.) must be complete and dry. Any maintenance or cleaning of ASI products must be done in accordance with ASI care instructions. On exterior applications, this warranty does not apply with regards to unforeseen circumstances, including but not limited to, excessive wind, sever weather conditions, or acts of God.

#### For Service:

You must notify ASI of any product failure covered by this warranty within thirty (30) days of first observation of failure by writing to the following address: Acoustical Surfaces, Inc. 123 Columbia Court North, Chaska, MN 55318, or call us at 1-800-845-2948. Reference to ASI in this section shall mean, for the United States, Acoustical Surfaces, Inc.

### **State Law Application:**

This warranty gives you specific legal rights and you may also have other rights, which vary from state to state. Some jurisdictions do not allow exclusion or limitation of incidental or consequential damages or limitations on how long an implied warranty lasts, so the limitation or exclusion herein may not apply to you.