

# Techstyle Felt Acoustical Ceilings

## 10 - Year Limited Warranty

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### 10-Year Limited Warranty

CertainTeed Ceilings Corporation warrants its Techstyle Felt Acoustical Ceilings against visible sag, warping, shrinking, and delamination as a direct result of manufacturing defects for ten (10) years from the date of installation of the ceiling panels. Techstyle Felt Acoustical Ceilings are designed for interior use only, so warranty coverage extends only to interior applications. This limited warranty is subject to the terms and conditions outlined below:

#### Terms and Conditions

1. The ceiling panels must be installed in accordance with the written installation guide and recommendations in effect at the time of installation.
2. The ceiling panels must be installed only in areas where the temperature and humidity conditions do not exceed 104 degrees Fahrenheit (40°C) and 95% relative humidity following installation with the environmental conditions being controlled within those limits. Any deviation from those limits in the building or portions of the building where the ceiling panels are installed shall void the warranty.
3. No exposure to mold, mildew, standing water, moisture from leaking pipes and/or ducts or steam must come in contact with the ceiling panels or suspension system.
4. Except for mineral fiber panels installed in accordance with CertainTeed recommendations, the ceiling panels must not be used to support any other material, including, but not limited to, light fixtures or mechanical equipment.
5. Prior to installation, the ceiling panels must be stored in a dry and clean area, protected from possible damage caused by rain, snow, and excessive moisture (including relative humidity above 95%). The ceiling panels must also be protected against possible impacts and abrasions while on the construction site.
6. The plenum space above the ceiling panels must not be used as a duct to supply conditioned air to the building. Also, the plenum shall not be vented to the outside air in such a way as to allow humidity above warranty conditions to exist within the plenum.
7. No applied finishes, including, but not limited to, paint, varnish or other coating, shall be applied to the manufacturer's original finish. In the event of ceiling panel material replacement pursuant to the above terms, the original warranty shall apply to the replacement material and will extend for the balance of the warranty period in effect at the same time the material proved defective. Ceiling Systems shall not be considered defective with respect to variation in the material base, such as texture or color, so long as CertainTeed determines that the texture or color at the time of installation does not vary unreasonably from the material sample.

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

#### Exclusions

Damage caused by improper maintenance, abuse, fire, exposure to smoke, fumes, chemical vapors, exterior elements, freezing temperatures, vibrations, normal wear and tear and any cause not as a result of a manufacturing defect is not covered by this warranty.

#### What the Customer Must Do

To obtain performance under this warranty, the purchaser or subsequent owner shall notify CertainTeed in writing of any claimed manufacturing defect within thirty (30) days following its discovery and shall submit with such notification, proof of date of purchase and Ceiling System delivery and installation dates, in order to provide CertainTeed an opportunity to investigate the claim and examine the material claimed to be defective.

The purchaser shall obtain a written return authorization from CertainTeed and thereafter deliver the defective Ceiling System component to the CertainTeed's warehouse or to such other destinations as CertainTeed may specify. No claim against CertainTeed shall be allowed for Ceiling System components returned without CertainTeed's written authorization. All transportation costs and charges incurred in connection with the repair or replacement of any Ceiling System components covered by this warranty shall be for the account of the purchaser. CertainTeed shall then promptly inspect the claimed defect prior to the furnishing of any repair or replacement. Upon approval, and within a reasonable period of time, CertainTeed will repair or provide the replacement Ceiling System component. In lieu of providing replacement Ceiling System or component, shall refund the amount paid for the defective Ceiling System component, excluding the costs to install.

#### EXCLUSIVE WARRANTY AND LIMITATION OF LIABILITY

THIS DOCUMENT CONSTITUTES THE EXCLUSIVE WARRANTY AND SOLE REMEDIES PROVIDED BY CERTAINTEED. THE WARRANTY AND REMEDIES CONTAINED IN THIS DOCUMENT ARE EXPRESSLY IN LIEU OF ANY AND ALL OTHER OBLIGATIONS, GUARANTEES, WARRANTIES AND REPRESENTATIONS, WHETHER WRITTEN, ORAL, IMPLIED BY STATUTE, AT LAW OR IN EQUITY, INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR USE AND FITNESS FOR A PARTICULAR PURPOSE. SOME STATES OR JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR MAY DETERMINE THE PERIOD OF TIME FOLLOWING THE SALE THAT A PURCHASER MAY SEEK A REMEDY UNDER IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU. CERTAINTEED'S OBLIGATIONS, RESPONSIBILITIES AND LIABILITY SHALL BE LIMITED TO THE FURNISHING OF REPLACEMENT PANELS AND SHALL CONSTITUTE THE TOTAL LIABILITY OF CERTAINTEED AND THE EXCLUSIVE REMEDY OF CUSTOMER. IN NO EVENT SHALL CERTAINTEED BE LIABLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND, INCLUDING ANY DAMAGE TO THE PROPERTY, THE BUILDING OR ITS CONTENTS, OR FOR INJURY TO ANY PERSONS, THAT MAY OCCUR AS A RESULT OF THE USE OF CERTAINTEED'S PRODUCTS OR AS A RESULT OF THE BREACH OF THIS WARRANTY. IF YOUR STATE OR JURISDICTION DOES NOT ALLOW EXCLUSIONS OR LIMITATIONS OF SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY HAVE OTHER RIGHTS THAT MAY VARY BY STATE OR JURISDICTION. CERTAINTEED RESERVES THE RIGHT TO DISCONTINUE OR MODIFY ANY OF ITS PRODUCTS, INCLUDING THE COLOR THEREOF, WITHOUT NOTICE AND SHALL NOT BE LIABLE AS A RESULT OF SUCH DISCONTINUANCE OR MODIFICATION, NOR SHALL CERTAINTEED BE LIABLE IN THE EVENT REPLACEMENT MATERIAL VARIES IN COLOR IN COMPARISON TO THE ORIGINAL PRODUCT. IF CERTAINTEED REPLACES ANY MATERIAL UNDER THIS WARRANTY, IT MAY SUBSTITUTE PRODUCTS DESIGNATED BY CERTAINTEED TO BE OF COMPARABLE QUALITY OR PRICE RANGE IN THE EVENT THE PRODUCT INITIALLY INSTALLED HAS BEEN DISCONTINUED OR MODIFIED. THIS LIMITED WARRANTY MAY NOT BE MODIFIED, ALTERED, OR EXPANDED BY ANYONE INCLUDING PRODUCT DISTRIBUTORS, DEALERS, SELLERS AND/OR CERTAINTEED REPRESENTATIVES.

Owner: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

State/Province: \_\_\_\_\_ Zip/Postal Code: \_\_\_\_\_ Country: \_\_\_\_\_

Contractor/Installer: \_\_\_\_\_ Date Installed: \_\_\_\_\_