

## **Acoustics In A Box ONE YEAR LIMITED WARRANTY**

Acoustics In A Box, SUBJECT TO THE PROVISIONS BELOW, WARRANTS THE MATERIALS PROVIDED TO BE FREE FROM DEFECTS IN MATERIAL AND/OR WORKMANSHIP IN NORMAL USE AND SERVICE FOR THE PERIOD OF ONE (1) YEAR COMMENCING FROM DATE OF PURCHASE (or UPON INSTALLATION *IF PRODUCTS ARE INSTALLED BY THE PERDUE ACOUSTICS INSTALL TEAM*).

The obligation under this warranty is expressly limited to the replacement or repair, at Acoustics In A Box option. The panels/baffles are designed for installation under standard occupancy conditions from 65° to 80° F and at not more than 50% Relative Humidity in an enclosed building, for a minimum of 24 hours prior to installation and throughout their useful lifespan. This warranty does not apply to defects caused by unreasonable use (including failure to provide reasonable and necessary maintenance and failure to maintain room temperature).

This warranty is non-transferable and is applicable only to the original Purchaser. This warranty shall not apply (a) to products not manufactured by Acoustics In A Box (b) to products that have been repaired or altered by other than Acoustics In A Box so as, in its judgment, to affect the products adversely, or (c) to products that have been subjected to negligence, accident, or damage by circumstances beyond Acoustics In A Box control, or improper installation, operation, maintenance or storage, or to other than normal use or service for the products.

Acoustics In A Box SHALL NOT BE LIABLE FOR COLLATERAL, INCIDENTAL, CONSEQUENTIAL, OR INDIRECT DAMAGE OF ANY KIND, INCLUDING BUT NOT LIMITED TO, CONSEQUENTIAL LABOR COST OR TRANSPORTATION CHARGES IN CONNECTION WITH THE REPLACEMENT OR REPAIR OF DEFECTIVE PRODUCTS. Purchaser's remedies shall be limited to repair or replacement. All transportation charges to our assembly plant and returning charges back to Purchaser are all to be paid by the Purchaser.

The Purchaser assumes all liability for any damage of any kind which may result from its use or misuse by any employees, persons, third-parties, or agents, including those unknown to Acoustics In A Box or Purchaser.

This warranty is deemed null and void in the event that a product has been physically modified in any manner by the Purchaser, or any person or party other than Acoustics In A Box.

**THE WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. NO WARRANTIES ARE EXPRESSED OR IMPLIED WHICH EXTEND BEYOND THE DESCRIPTION CONTAINED IN THIS WRITTEN WARRANTY AND NO ONE IS AUTHORIZED TO MODIFY THIS WRITTEN WARRANTY.**