

EuroStone™

SUSTAINABLE CEILING PANELS

EuroStone™ Sustainable Acoustical Ceiling Panels Limited Lifetime (40 Year) Warranty

Empacomercio, S.A. de C.V. ("Empacomercio") warrants, for the period from the date of installation through the earlier of 40 years or the useful life of its EuroStone™ Ceiling Panels (the "Panels"), that the Panels (i) shall not visibly sag, warp or rot for the duration of this limited warranty as a result of defects in manufacturing factory workmanship, (ii) are inorganic and contain no man-made mineral fibers, asbestos or formaldehyde, (iii) does not contain organic materials known to support the growth of mold, mildew and fungus, and (iv) will not burn, smoke or serve as fuel in a fire situation. Empacomercio will provide replacement material only for defective Panels.

Terms and Conditions

The limited warranty for the Panels is subject to the following terms and conditions. Any deviation from the limits, standards, practices, procedures, operating conditions or similar items addressed below will void the limited warranty. The limited warranty is given to the original owner of the building at the time of installation of the Panels, and may not be transferred or assigned to any other person or entity.

1. The Panels must be stored in dry and clean areas while in the possession of any party other than Empacomercio, and must not be damaged in any way prior to, during or after installation. The Panels may only be installed in interior applications, and may not be painted or coated. The limited warranty does not cover any product or good other than the Panels.
2. The Panels must be installed, used and maintained in accordance with Empacomercio recommendations in effect at the time of installation, using approved installation procedures described in the Ceiling System's Handbook published as updated periodically by the Ceiling and Interior Systems Construction Association.
3. The Panels must be protected from condensation, steam, chemical substances, fumes and vapors before, during and after installation. This limited warranty does not cover staining, visible sag or warping due to any of the above, from any building or plumbing leaks, rain, snow, damage by fire, accident, vibrations, the failure of any HVAC system or systems, or any other form of intentional or unintentional misuse or abuse. Contact with abusive substances must be avoided, including such substances contained in any ceiling suspension system. For purposes of the limited warranty, "visible sagging" means 1/16th or more deflection across the finished side of a two foot ceiling panel.
4. The Panels may support up to six inches of insulation, not exceeding a load of .26 pounds per square foot. The Panels may not be backloaded with insulation when used in a fire resistance assembly. The Panels must be installed only in areas free from temperatures in excess of 120°F (49°C) and 100% relative humidity.
5. The limited warranty for the Panels does not apply to any ceiling suspension system purchased from Empacomercio, which carries its own separate product warranty.

Claims

Claims must be made in writing within 30 days of observance of any potential defects and sent to the following address:

ventas@eurostone.com.mx

The limited warranty holder must indicate the date and place of purchase, permit Empacomercio or its agents to inspect any potential defect, and provide to Empacomercio or its agents any records, reports or other documentation requested by Empacomercio with respect to each warranty claim.

Limitations

If a claim covered by the limited warranty is approved in writing by a duly authorized representative of Empacomercio, Empacomercio may replace defective Panels with materials of comparable depreciated value to the extent commercially available. If such materials are not so available, Empacomercio may at its option issue a partial credit against the amount of the original purchase price for the effective Panels. The limited warranty and the foregoing constitute the exclusive remedies for the warranty holder. Empacomercio does not warrant that replacement panels will match the exact color of panels remaining in place. EMPACOMERCIO HEREBY DISCLAIMS ANY OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. LIABILITY OF EMPACOMERCIO IS LIMITED TO THE ABOVE, AND IN NO EVENT SHALL IT BE LIABLE FOR ANY LABOR OR SHIPPING CHARGES IN CONNECTION WITH THE REMOVAL OR REPLACEMENT OF ANY PANELS, NOR IS EMPACOMERCIO LIABLE FOR SPECIAL, PUNITIVE, CONSEQUENTIAL, INCIDENTAL OR OTHER DAMAGES OF ANY KIND.