



## Limited Warranty on Conwed Designscape Wall and Ceiling Panels

### INTRODUCTION

Thank you for your recent purchase of Conwed Designscape Wall or Ceiling panels. We believe we manufacture the highest quality wall and ceiling panels, and that is why we stand behind them with this warranty. Terms contained herein are subject to change without notice.

### WHO IS COVERED

The original consumer purchaser (i.e. the building owner, not the installer or contractor) or the first transferee from the original purchaser is entitled to the benefits of this warranty.

### TRANSFERABILITY OF THIS WARRANTY

You can transfer this warranty one time, anytime during the life of the warranty. For this warranty to be transferred the Owner must complete and return the Warranty Transfer within sixty (60) days after the date of the real estate transfer to obtain the benefits of this warranty. AFTER YOU HAVE TRANSFERRED THIS WARRANTY TO THE PURCHASER OF YOUR PROPERTY, IT MAY NOT BE TRANSFERRED AGAIN. THAT IS, THE PURCHASER OF YOUR PROPERTY MAY NOT TRANSFER THIS WARRANTY TO ANY SUBSEQUENT PURCHASERS.

### HOW LONG YOU ARE COVERED

The duration of your warranty depends on where the Conwed panels are installed. Panels installed as CEILING PANELS will have a ONE (1) year limited warranty. Panels installed as WALL PANELS will have a THREE (3) year limited warranty. Diffusers will have a One (1) year limited warranty whether mounted on ceiling or wall

### WHAT IS COVERED

We warrant that your Conwed Wall or Ceiling panels are free from any manufacturing defects in material or workmanship.

### WHAT IS NOT COVERED

This warranty does not cover any problems with non-defective panels caused by conditions or handling beyond our control. Some examples of conditions not covered by this warranty include:

1. Acts of God, fire, flood, exposure to chemicals, physical abuse or misuse, improper installation.
2. Failure to store panels in a clean, dry area, enclosed and protected from the elements such as rain, snow and direct sunlight.
3. Panels being installed or stored in areas having extreme temperature or humidity (above 80% humidity or 100 degrees F).
4. Normal wear and tear or from exposure to smoke, fumes, leaks or abuse.
5. Alterations made after completion of the installation, including but not limited to, painting or application of cleaning solutions, coatings or other modifications.
6. Any Labor Charges.
7. Any costs that you incur that are not authorized in advance by Conwed.

### REMEDY

Should the Wall or Ceiling Panels be other than as warranted during the applicable warranty period, Conwed, at its sole option, will repair or replace the defective components of the Wall or Ceiling Panel as well as any other component which must also be repaired or replaced in order to properly repair or replace the defective components. Conwed's obligation to pay, however, shall be subject to these limits:

1. Maximum repair or replacement cost to Conwed shall be the replacement cost of the defective component and will not include any labor charges.
2. The settlement, described above, or at the option of Conwed its monetary equivalent, will be the only remedy available to the Owner for defective components of the Panels.

### NOTIFICATION OF CLAIMS

Claims pursuant to this Warranty must be submitted in writing together with proof of purchase, installation date and defect, to Conwed Designscape 800 Gustafson Road, Ladysmith, WI, 54848, within 30 days after discovery of the alleged defect. Within 30 days after receipt of the written claim, a Conwed representative will contact the Owner to investigate the claim. Call 1-800-932-2383 for more information regarding the Conwed Wall Panel warranty administration.

### LIMITATIONS

ANY IMPLIED WARRANTY, INCLUDING WARRANTY OF FITNESS FOR A PARTICULAR USE OR PURPOSE, AND WARRANTY OF MERCHANTABILITY, IS LIMITED IN DURATION TO THE EXPRESS WARRANTY PROVIDED HEREIN UNLESS A SHORTER PERIOD IS PERMITTED BY LAW, CONWED SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR FOR DAMAGE TO THE BUILDING, ITS CONTENTS OR ITS OCCUPANTS. THIS WARRANTY CONTAINS ALL OF THE PROVISIONS OF YOUR REMEDIES FROM CONWED. LIABILITY IS LIMITED TO THE PROVISION OF THIS WARRANTY, WHETHER ANY CLAIM AGAINST IT IS BASED UPON STRICT LIABILITY, NEGLIGENCE, BREACH OF WARRANTY OR ANY OTHER THEORY OR CAUSE OF ACTION.

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



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Pub. No. 57861-A. Printed in U.S.A. October 2006.  
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