



MARKETING BULLETIN

Tectum™ Acoustical Wall System Warranty

Rev. March 2012

TECTUM Inc. • P.O. Box 3002 • Newark, OH 43058 • www.tectum.com • 1-888-977-9691

Attached is a Tectum Acoustical Wall System Warranty. Please note the areas that must be completed before the warranty can be approved:

1. Installing Contractor (Full Address)
2. Building Owners Name
3. Building Name
4. Location of the Building
5. Date the Installation is Completed
6. Date the Installation is Inspected
7. List the material used (ex) 1" x 2' x 2' Lay In Ceiling Panels
8. Name and address of the distributor who furnished the material
9. Email Address

Wall panels used in the Tectum Acoustical Wall System must be purchased through an approved distributor of Tectum products. A Tectum sales representative is required to perform the inspection of the job.

All warranties must be submitted to Tectum Inc. for final approval and an authorized signature by an officer. We control the use of the warranty and are very concerned that the material was properly installed and serviced by a local distributor. We do not intend to extend warranties for material that is purchased for purposes of resale or installation outside of a distributors established territory.

TECTUM[®]

WARRANTY NUMBER _____

DATE _____

TECTUM ACOUSTICAL WALL SYSTEM WARRANTY FOR INSTITUTIONAL BUILDINGS

BUILDING OWNER _____
 BUILDING _____
 LOCATION _____
 DATE INSTALLATION IS COMPLETED _____
 DATE INSPECTION OF INSTALLATION IS COMPLETED _____

TECTUM ACOUSTICAL WALL system is warranted by Tectum Inc. to the Building Owner of the institutional building described above, that subject to the terms, conditions and limitations stated herein, Tectum will furnish replacement wall panels, FOB the manufacturer's factory at 100 E. 31st Street, Newark, Ohio for the lifetime of the building commencing with the date of the final inspection and acceptance of the Tectum Acoustical Wall System installed by an authorized Tectum distributor or contractor in accordance with standard recommendations as published in current catalogs and bulletins. The Tectum Acoustical Wall System is warranted against impact breakage from worthy soccer balls, basketballs, volleyball or other balls 8" or larger in diameter.

The Tectum Acoustical Wall System includes the Tectum Wall panel when installed in conjunction with any materials specially approved by Tectum Inc. as listed _____

TERMS, CONDITIONS, LIMITATIONS

1. The Owner shall provide Tectum Inc. with written notice within thirty (30) days of the discovery of a damaged Tectum Wall panel.
2. If upon Tectum's inspection, Tectum determines that the damage to the Wall System has been caused by damage to the Tectum Wall panel, the liability shall be limited to the replacement of the Tectum Wall panel FOB plant, Newark, Ohio.
3. The Tectum Acoustical Wall System warranty shall not be applicable if any of the following should occur:
 - a.) The Wall System is damaged by natural disasters, including but not limited to hurricanes, tornadoes, earthquakes or fire.
 - b.) The total interior system is damaged by any acts of negligence, accidents or misuse, including but not limited to vandalism, civil disobedience or acts of war. If resolution of the person is not in accordance with ASHRAE ventilation standards, or if used in high humidity conditions greater than 50% RH in the heating season.
 - c.) The total interior or any part damaged by water resulting from leaks in the ceiling.
4. This warranty is restricted to impact and does not cover exposure or damage by airborne dirt or dust.
5. This Warranty shall be null and void if any of the following shall occur:
 - a.) If after installation of the interior Wall System by a Tectum authorized distributor or contractor, there are alterations or repairs made to or through the Wall System or joints such as, but not limited to the structure, failure or failure passed upon or obtained by the Wall System without the obtaining written authorization from Tectum Inc.
 - b.) Failure by the Owner to use reasonable care in supervising the activities conducted within the room where the Acoustical Wall System has been installed or with the terms or conditions herein stated.
6. During the term of this Warranty, Tectum, its agents or employees, shall have free access to the facility where the Tectum Acoustical Wall System has been installed, during the regular business hours.
7. Tectum shall have no obligation under this Warranty until the damaged panels have been inspected and all bills for installation, supplies and service have been paid in full for the Tectum Acoustical Wall System in the distributor's appliance.
8. This warranty does not extend to any component of the following system, such as, but not limited to the furring strips, or any other accessory used in the installation of the Tectum panels.
9. Tectum Inc.'s failure at any time, to enforce any of the terms or conditions stated herein shall not be construed to be a waiver of such provisions.
10. This Warranty does not cover removal, installation or replacement costs for the Wall panels.
11. This Warranty supersedes and is in lieu of any and all other expressed warranties that are in conflict with the terms and conditions stated herein.

THE REMEDIES STATED HEREIN ARE THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OF THE TECTUM ACOUSTICAL WALL SYSTEM. THERE ARE NO WARRANTIES EITHER EXPRESS OR IMPLIED WHICH EXTEND BEYOND THE TERM HEREOF. TECTUM INC. SHALL NOT BE LIABLE FOR ANY ACCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGE INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS OR DAMAGE TO THE BUILDING OR ITS CONTENTS. ANY UNRESOLVED CLAIM ARISING OUT OF OR RELATING TO THIS LIMITED WARRANTY SHALL BE SETTLED IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION.

TECTUM INC.

TECTUM ACOUSTICAL WALL SYSTEM _____

AUTHORIZED SIGNATURE _____

TITLE _____

DATE _____