

## **SoundGuard Express Limited Warranty**

**1. LIMITED WARRANTY:** SoundGuard products LLC (“SoundGuard”) warrants to the record owner of the property onto which the SoundGuard coating is applied as of the date of application (the “covered person”) that for a period of 10 years from the date of purchase, the finish of the SoundGuard coating (the “Finish”), when properly applied by a contractor qualified and authorized by SoundGuard according to SoundGuard’s published application instructions, and used for its intended purpose: (a) will not peel, (b) will not crack, (c) will not chip, and (d) will not flake. As the covered person’s sole and exclusive remedy for breach of the foregoing warranty, SoundGuard, in its sole liability and in lieu of any direct, indirect or consequential damages will, subject to the conditions and exclusions contained herein, supply replacement product to the record owner of the property in a quantity that is sufficient to repair the peeling, cracked, chipped, or blistered SoundGuard product or refund the original purchase price thereof to the covered person. The remedies set forth in the preceding sentence **SHALL BE THE SOLE AND EXCLUSIVE REMEDY** available with respect to any defect.

**2. CONDITIONS OF WARRANTY:** Notwithstanding anything to the contrary, SoundGuard’s liability hereunder to the covered person shall be subject to and contingent upon the following terms and conditions: (a) The claimant must provide proof that he/she is a covered person. (b) The product must be applied solely by a contractor qualified and authorized by SoundGuard to apply the product. (c) The product must be stored and applied strictly in accordance with SoundGuard’s storage and application instructions and directions, including without limitation those pertaining to storage and application temperature requirements, and all building codes adopted by federal, state or local governments or government agencies and applicable to the application. (d) The product must be applied only to standard, non-corrosive materials, limited to walls and ceilings. (e) All surfaces must be properly prepared prior to application. (f) All products and labor must be paid in full for materials and application. (g) The product must be obtained from originally labeled containers bearing the manufacturer’s name and be undiluted by thinners or additives not authorized in writing by SoundGuard. (h) The covered person must provide written notice to SoundGuard within 30 days after discovery of any claimed defect or failure covered by this Warranty and before beginning any permanent repair. The notice must describe the location and details of the defect and such information as is necessary for SoundGuard to investigate the claim. Photos of the product, showing the defect or failure, must accompany the notice. (i) The covered person must provide proof of purchase. (j) Upon discovery of a possible defect or failure, the covered person must immediately, and at the covered person’s own expense, provide for protection of all property that could be affected until the defect or failure is remedied. Before any permanent repair to the product, the covered person must allow SoundGuard or SoundGuard’s agent to enter the property and structure where the product is applied, and examine, photograph and take samples of the product. Failure to comply with any of the foregoing requirements will void this Warranty.

**3. EXCLUSIONS:** This Warranty does not cover damage or defects resulting from, or in any way attributable to: (a) the improper storage, shipping, handling or application of the product (including, without limitation, failure of the product to be stored and/or applied in strict compliance with the terms and conditions set forth in Sections 2(b) and 2(c) of this warranty); (b) neglect; (c) abuse; (d) misuse; (e) repair or alteration; (f) settlement or structural movement and/or movement of the structure or materials to which the product is applied or shifting of

structural or adjoining surfaces; (g) defects in the material upon which the product is applied; (h) failure of the structure; (i) damage from incorrect design or construction of the structure; (j) accidental damage or negligence, (k) intentional acts of damage; (l) impact from foreign objects, (m) acts of God including, but not limited to, hurricanes, tornados, floods, earthquakes, severe weather or other natural phenomena (including, but not limited to, unusual climate conditions); (n) improper care or failure to provide reasonable and necessary maintenance, (including but not limited to failure to make timely and necessary repairs); (o) failure to timely remove or prevent build-up of any debris, mildew, dirt, or water intrusion from roofs, punctures, open joints or seams; (p) normal wear and tear; (q) efflorescence or performance of any paints and/or coatings which are not SoundGuard; (r) interior moisture conditions (i.e. defective kitchen or bathroom fans, internal plumbing issues such as overflowing tubs or sinks); (s) growth of mold, mildew, fungi, bacteria, or any organism on the Finish, and in this respect, ANY CLAIMS OF DAMAGE CAUSED BY MOLD OR MILDEW ARE EXPRESSLY EXCLUDED; (t) exposure to harmful chemicals or vapors, surface discolorations due to atmospheric pollution; (u) installation of accessories or other products; and/or (v) any cause other than manufacturing defects solely attributable to SoundGuard.

**4. DISCLAIMER:** The statements in this Warranty constitute the only warranty extended by SoundGuard for the product. SOUNDGUARD DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE PRODUCT PURCHASE IS SUBJECT TO CONSUMER PRODUCT WARRANTY LAW, IN WHICH INSTANCES THE DURATION OF ANY APPLICABLE IMPLIED WARRANTIES ARE LIMITED TO THE FIRST ELAPSE OF THE WARRANTY PERIOD PROVIDED ABOVE, OR SUCH SHORTER PERIOD AS APPLICABLE LAW PERMITS OR REQUIRES. Some states do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. NO OTHER WARRANTY WILL BE MADE BY OR ON BEHALF OF THE MANUFACTURER OR THE SELLER OR BY OPERATION OF LAW OR BY USAGE OF TRADE OR COURSE OF DEALING WITH RESPECT TO THE PRODUCT OR ITS APPLICATION, STORAGE, HANDLING, MAINTENANCE, USE, REPLACEMENT OR REPAIR. This Warranty gives you specific legal rights and you may also have other rights which vary from state to state.

**5. EXCLUSION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL SOUNDGUARD BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, WHETHER RESULTING FROM NONDELIVERY OF THE PRODUCT, FROM THE USE, MISUSE, OR INABILITY TO USE THE PRODUCT OR FROM DEFECTS IN THE PRODUCT, OR OTHERWISE. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitation may not apply to you.

**6. MODIFICATIONS AND ALTERATIONS OF PRODUCT:** SoundGuard shall have no responsibility hereunder for defective product subjected to further processing or alteration after shipment.

**7. SETTLEMENT OF CLAIM:** Any refund by SoundGuard pursuant to Section 1 hereof shall constitute a full settlement and release of all claims of any covered person hereunder for

damages or other relief, and shall be a complete bar to any litigation filed subsequently to the covered person's acceptance of such an agreement.

**8. MODIFICATION OR DISCONTINUATION OF PRODUCTS:** SoundGuard reserves the right to discontinue or modify the product at any time without notice.