



Limited Warranty

Mode Felt Products Manufactured by Mode Acoustic

Please read the following terms carefully, as they are affected by the installation conditions.

This express warranty constitutes the entire obligation of Mode Acoustic and there are no other warranties expressed or implied, including any warranty of merchantability or fitness for any purpose whatsoever.

Subject to the conditions and limitations herein, Mode Acoustic warrants that **Mode Acoustic Felt** product(s) conform to specifications established for the product(s) are to be free of defects in workmanship and materials under normal use and conditions for a period of Ten (10) years from date of shipment.

General Installation and Environment Conditions:

1. This warranty excludes any consequences of faulty installation or maintenance.
2. Installation must be in accordance with the most current Mode Acoustic Installation Guide or specification in a project specific shop drawing created by Mode Acoustic.
3. If Mode Acoustic replaces any Mode Acoustic Felt Products, Mode Acoustic is not responsible for costs associated with the construction or removal of furniture, partitions, fixtures, lighting, equipment or wiring whatsoever which are located on, around, below or above the area in which the product(s) are installed

Under this LIMITED WARRANTY, coverage does not include:

1. Moisture, dust, stains or other contaminants.
2. Any shading or discoloration from direct sun light exposure.
3. Custom modifications that are not recommended by Mode Acoustic.
4. Any defect or performance deficiency which is the direct or indirect result, in whole or in part, of accident, abuse, misuse, vandalism, or other damage or alteration of the product(s) by persons other than Mode Acoustic.

Furthermore, warranty coverage does not extend to any defect in the product(s) caused by storage, handling, installing or processing the product(s) under environmental conditions exceeding those recommended by Mode Acoustic or generally accepted by industry for the product(s).

This includes:

- Combining incompatible products, use of incompatible products, use of incompatible materials, accessories or supplies, exposure to chemicals, site-induced environmental factors, water damage, fires, floods and other similar and dissimilar natural causes.
- Damage, neglect, alteration, or any impairment of product(s) resulting from causes or conditions not associated with ordinary storage handling, installation, maintenance, service, or use, or any acts of omissions, causes, or events beyond the control of Mode Acoustic.

No damage claims are accepted when products have been *improperly* field cut by a contractor; however, Mode Acoustic can manufacture replacement products for any product(s) that have been damaged in the field at customer's expense.

Additionally, warranty coverage does not extend to any damage caused by a third-party shipper.

All products are manufactured to the specification of the customer as documented on a purchase order and signed quote. Any discrepancies in product dimensions, covering, or count of product will need to be examined by Mode Acoustic to determine if the product(s) were manufactured incorrectly before replacement will be honored at no charge.

Mode Acoustic requires documentation (invoice / sale receipt) as proof of warranty coverage.

Mode Acoustic **DOES NOT ASSUME ANY LIABILITY FOR ANY INCIDENTAL, CONSEQUENTIAL OR INDIRECT DAMAGES UNDER THIS LIMITED WARRANTY.** This includes without limitation, lost profits, punitive damages, loss of use damages, loss of value damages, damage to other property, and any charges incurred in installation of the product even if the manufacturer is aware of the possibility of these damages occurring. All claims under this Limited Warranty must be made in writing within the warranty period or such claims are waived.

Mode Acoustic does not assume nor does it authorize any person to assume or extend on its behalf any other warranty obligation or liability.

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