

5 YEAR LIMITED WARRANTY

United Process, Inc., doing business as All Noise Control (“ANC”), as the manufacturer of the PRODUCT LINE, provides a Limited Warranty on its soundproofing line of products (“Product”).

All Noise Control warrants that if the Product proves to have manufacturing defects and All Noise Control is notified of such defects within 5 years from the date All Noise Control has shipped the Product, All Noise Control shall replace the defective Product F.O.B. factory. Such Product replacement shall constitute the sole and exclusive remedy for any warranty claim.

For this Limited Warranty to apply, the installation must be performed in strict accordance with the manufacturer’s printed specifications and application instructions, if any, and applicable industry standards. This Warranty does not cover breakdown or deterioration of the Product which occurs due to structural movement, excessive deflection, and vertical displacement, water damage caused by flooding or broken pipes or any natural disaster, or the like. All Noise Control shall not be liable for any damage, loss or claim whatsoever unless the Product is properly installed. This Warranty is limited to the All Noise Control Product alone and no warranty is provided with respect to the adhesive or other materials used for installation of the Product as a system.

This Limited Warranty is given in lieu of any other Warranty, expressed or implied. There are no warranties, expressed or implied, including warranties based on samples or oral statements. Implied warranties of merchantability or fitness for a particular purpose are excluded. This Warranty specifically excludes any installation-related claims.

All Noise Control SELLS ITS PRODUCTS UPON THE CONDITION THAT CUSTOMER SHALL CONDUCT THEIR OWN TESTS TO DETERMINE THE SUITABILITY OF THE PRODUCTS FOR THE CUSTOMERS’ INTENDED PURPOSES. UNDER NO CIRCUMSTANCES WILL All Noise Control BE LIABLE FOR ECONOMIC, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OR LOSSES OF ANY KIND WHATSOEVER ARISING OUT OF OR OCCASIONED BY THE SELECTION, USE, STORAGE CONDITIONS, INSTALLATION OR REPLACEMENT OF THIS PRODUCT.